

DATED

21 June

2019

GREATER LONDON AUTHORITY (1)

and

QUEENSGATE BOW PROPCO LIMITED (2)

and

QUEENSGATE BOW OPCO LIMITED (3)

and

SOCIETE GENERALE, LONDON BRANCH (4)

with unilateral undertaking to:

THE MAYOR AND BURGESSES OF THE ROYAL LONDON BOROUGH OF KENSINGTON AND
CHELSEA (2)

DEED OF PLANNING OBLIGATION

made pursuant to section 106 of the Town and Country Planning Act 1990, section 16 of the
Greater London Council (General Powers) Act 1974 and all enabling powers

relating to the development of the land at

Holiday Inn, Kensington Forum Hotel, 97-109 Cromwell Road, London SW7 4DN
in the Royal London Borough of Kensington and Chelsea



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TABLE OF CONTENTS

1. INTERPRETATION5

2. STATUTORY AUTHORITY AND ENFORCEABILITY20

3. EFFECT AND CONDITIONALITY OF THIS DEED20

4. THE OWNER'S COVENANTS AND OBLIGATIONS20

5. THE GLA'S COVENANTS21

6. EXCLUSIONS21

7. DETERMINATION OF THE PLANNING PERMISSION24

8. CONSENT AND GOOD FAITH IN RELATION TO THIS DEED25

9. VERIFICATION AND ENFORCEMENT25

10. DISPUTE PROVISIONS25

11. POWERS OF THE COUNCIL26

12. WAIVER26

13. SEVERABILITY26

14. SATISFACTION OF ANY OF THE PROVISIONS OF THIS DEED26

15. NOTICES26

16. CHANGE OF OWNERSHIP27

17. INTEREST ON LATE PAYMENT27

18. MORTGAGEES' CONSENT27

19. THIRD PARTY RIGHTS28

20. REGISTRATION OF THIS DEED28

21. JURISDICTION28

SCHEDULE 129

SCHEDULE 230

SCHEDULE 331

SCHEDULE 433

1. TRAVEL PLAN MONITORING FEE33

2. CONSTRUCTION TRAFFIC MANAGEMENT PLAN ASSESSMENT FEE33

3. DEMOLITION TRAFFIC MANAGEMENT PLAN ASSESSMENT FEE33

4.	CONTROLLED PARKING ZONE PERMIT PROHIBITION	33
5.	CYCLE HIRE SCHEME CONTRIBUTION.....	34
6.	LEGIBLE LONDON CONTRIBUTION	34
7.	PUBLIC REALM CONTRIBUTION	34
	SCHEDULE 5.....	35
1.	ASHBURN GARDEN SQUARE	35
2.	ASHBURN GARDEN SQUARE MANAGEMENT PLAN	35
3.	PROTECTED TREE CONTRIBUTION	35
4.	PUBLIC ART STRATEGY.....	35
	SCHEDULE 6.....	37
1.	EMPLOYMENT AND SKILLS CONTRIBUTION	37
2.	CONSTRUCTION TRAINING CONTRIBUTION	37
3.	EMPLOYMENT AND SKILLS PLAN.....	37
4.	LOCAL PROCUREMENT CONTRIBUTION.....	38
5.	LOCAL PROCUREMENT	38
6.	LONDON TRAINING CONTRIBUTION	39
	SCHEDULE 7.....	40
1.	CARBON OFFSET CONTRIBUTION	40
	SCHEDULE 8.....	41
1.	USE AND REPAYMENT OF CONTRIBUTIONS.....	41
2.	PUBLIC REALM	41
	APPENDIX 1	43
	APPENDIX 2	44
	APPENDIX 3	45
	APPENDIX 4	46

THIS DEED is made the

21 day of June

2019

BETWEEN:

- (1) **THE GREATER LONDON AUTHORITY** of City Hall, The Queen's Walk, More London, London SE1 2AA (the "**GLA**");
- (2) **QUEENSGATE BOW PROPCO LIMITED** (Company Registration Number 00483582) whose registered office is 8 Hill Street, London W1J 5NG (the "**Freeholder**");
- (3) **QUEENSGATE BOW OPCO LIMITED** (Company Registration Number 9866981) whose registered office is 8 Hill Street, London W1J 5NG (the "**Leaseholder**"); and
- (4) **SOCIETE GENERALE LONDON BRANCH** (Incorporated in France) (UK Registration Number FC000268) as agent and trustee for the Common Secured Parties (as defined in the Intercreditor Agreement (as defined in the Common Security Agreement (defined in the recitals below))), whose address is SG House, 41 Tower Hill, London EC3N 4SG (Attention: Vikram Gulati and Yassin Zouaoui) (the "**Mortgagee**")

WITH UNILATERAL UNDERTAKINGS TO:

THE MAYOR AND BURGESSES OF THE ROYAL BOROUGH OF KENSINGTON AND CHELSEA of Town Hall, Hornton Street, London W8 7NX (the "**Council**")

RECITALS:

- (A) The GLA has in accordance with section 2A of the 1990 Act called in the Application for its determination and is acting as the local planning authority for the purposes of determining the Application on behalf of the Mayor of London.
- (B) The Council remains the local planning authority for the purposes of the 1990 Act for the area within which the Land is situated and both the Council and the GLA are empowered to discharge and enforce the obligations in this Deed.
- (C) The Freeholder is the proprietor of the freehold interest in the part of the Land registered at HM Land Registry under title number LN226776.
- (D) The Leaseholder is the proprietor of the leasehold interest in the part of the Land registered at HM Land Registry under title number BGL124595.
- (E) The Mortgagee is the registered proprietor of a legal charge made against the land pursuant to a common security agreement dated 5 July 2018 (the "Common Security Agreement") registered under title numbers LN226776 and BGL124595.
- (F) The Application to the Council for the Planning Permission to carry out the Development was made and registered on 22 June 2018.
- (G) The Council resolved at a meeting of its Planning Committee held on 27 September 2018 to refuse the Planning Permission for the Development.
- (H) At a representation hearing held on 21st June 2019, the Mayor of London resolved to approve the Application and grant the Planning Permission subject to imposing conditions and prior completion of this Deed to secure the planning obligations mentioned herein.
- (I) The GLA is a body established by the Greater London Authority Act 1999 and is entering into this Deed on behalf of the Mayor of London.

- (J) The GLA considers it expedient in the interests of proper planning and having regard to the development plan and to all other material considerations that provision should be made for regulating or facilitating the Development in the manner set out in this Deed.
- (K) The Council remains the local planning authority for the purposes of the Planning Permission and the local highway authority for the purposes of the 1980 Act for the area in which the Land is located and will be responsible with the GLA for monitoring the discharge and enforcement of the obligations in this Deed.
- (L) The GLA has consulted the Council as to the terms of this Deed in accordance with section 2E of the 1990 Act.
- (M) The Parties are satisfied that the planning obligations secured by this Deed are necessary to make the Development acceptable in planning terms, are directly related to the Development and are fairly and reasonably related in scale and kind to the Development.
- (N) The Parties have therefore agreed to enter into this Deed to secure the planning obligations in this Deed with the intention that the same should be binding not only upon the Parties but also upon their successors in title and any persons claiming title through under or in trust for them unless as otherwise specified in this Deed.

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION

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

"the 1980 Act"	means the Highways Act 1980
"the 1990 Act"	means the Town and Country Planning Act 1990
"Affordable Housing"	means housing (including London Affordable Rented Housing) provided to eligible households whose needs are not met by the market and which housing should (a) meet the needs of eligible households including availability at a cost low enough for them to afford, determined with regard to local incomes and local housing prices, and (b) include provision for the home to remain at an affordable price for future eligible purchasers, or, if these restrictions are lifted, for the subsidy to be recycled for alternative affordable housing provision within Greater London (as defined in section 2 of the London Government Act 1963)
"Affordable Housing Plan"	means the plans with reference numbers 10106-A-DRG-Z2-G200-5000MZ-PL, 10106-A-DRG-Z2-G200-5001-PL, 10106-A-DRG-Z2-G200-5002-PL, 10106-A-DRG-Z2-G200-5003-PL, 10106-A-DRG-Z2-G200-5004-PL, 10106-A-DRG-Z2-G200-5005-PL, 10106-A-DRG-Z2-G200-5006-PL, 10106-A-DRG-Z2-G200-5007-PL and 10106-A-DRG-Z2-G200-5008-PL showing the location of the Affordable Housing

	Units attached at Schedule 1 to this Deed
"Affordable Housing Provider"	means a provider of Affordable Housing registered under section 111 of the Housing and Regeneration Act 2008 (or such other relevant previous or amended or replacement statutory provision) or an approved development partner of Homes England (or any successor agency) which is eligible to obtain grant funding or any other body specialising in the provision of Affordable Housing in each case either nominated or approved by the GLA and Council (such approval not to be unreasonably withheld or delayed)
"Affordable Housing Tenure"	means 100% of the Affordable Housing Units to be provided as London Affordable Rented Housing
"Affordable Housing Units"	means the 62 Residential Units consisting of 172 Habitable Rooms to be provided as Affordable Housing (as shown on the Affordable Housing Plan attached at Schedule 1 to this Deed) in accordance with the Affordable Housing Tenure and the Agreed Mix and "Affordable Housing Unit" shall be construed accordingly
"Agreed Mix"	means the agreed mix attached to this Deed at Appendix 1 or such other mix agreed in writing by the Council
"Application"	means the application for planning permission to carry out the Development at the Land validated by the Council on 22 June 2018 and given the reference PP/18/03461
"Ashburn Garden Square"	means the garden square area shown edged red on the plan attached at Schedule 1 to this Deed
"Ashburn Garden Square Management Plan"	means a plan in general accordance with the plan attached at Appendix 4 to this Deed which shall be submitted to the Council pursuant to paragraph 2 of Schedule 5 to secure the management and maintenance of Ashburn Garden Square
"Building Regulations"	means regulations made pursuant to the Building Regulations 2010
"Carbon Offset Contribution"	means the sum of £52,200.00 (FIFTY TWO THOUSAND TWO HUNDRED POUNDS) Index-Linked to off-set the shortfall in terms of

	meeting the London Plan's requirement for major development to achieve zero carbon emissions to be paid by the Owner and applied towards a carbon offset fund to help secure the delivery of carbon dioxide savings in the Royal Borough of Kensington and Chelsea in accordance with paragraph 1 of Schedule 7 to this Deed
"Charge"	means a mortgage, charge of other security or loan documentation granting a security interest in the 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 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
"Commencement"	means the carrying out of any act pursuant to the Planning Permission which constitutes a material operation within the meaning of section 56 of the 1990 Act and material operations shall be construed as being carried out at the earliest date on which any material operation is begun and "Commence Development" , "Commencement" , "Commenced" and "Commences" shall be construed accordingly
"Complete"	means the issue of a certificate of practical completion of the Development (or such specified part) by the Owner or the Owner's contractor, architect or consultant (as the case may be) and "Complete" or "Completed" shall be construed accordingly
"Considerate Constructors Scheme"	means the Considerate Constructors scheme established by the construction industry in 1997 which seeks to minimise the impacts of the construction of developments on local residents and the environment
"Construction Period"	means the period of construction of the Development from Commencement until Practical Completion of the Development
"Construction Training Contribution"	means the sum of £969,000.00 (NINE HUNDRED AND SIXTY NINE THOUSAND

	POUNDS) Index-Linked to support activities including the outreach, engagement and recruitment of local people and to provide initial training, pre-employment support and ongoing skills development, including career advice and pathways development into the built environment and related sectors, which sum is payable in accordance with paragraph 2.1 of Schedule 6
"Construction Traffic Management Plan Assessment Fee"	means the sum of £2,800 (TWO THOUSAND EIGHT HUNDRED POUNDS) Index Linked to be paid to the Council by the Owner for each Construction Traffic Management Plan submitted to the Council for approval such fee being payable again for each subsequent new version or material revision of the Construction Traffic Management Plan
"Construction Traffic Management Plan"	means any Construction Traffic Management Plan submitted to the Council for approval pursuant to the terms of the Planning Permission
"Cycle Hire Scheme"	means the network of self-service public bicycles for hire and cycle hire docking stations to release and secure such bicycles operated by the Mayor of London or Transport for London or any equivalent future replacement scheme
"Cycle Hire Scheme Contribution"	means the sum of £50,000.00 (FIFTY THOUSAND POUNDS) Index Linked to be paid by the Owner and to be used by Transport for London towards improvements to and the expansion of the Cycle Hire Scheme in the vicinity of the Land
"Date of Deemed Service"	<p>means, in each instance where a Chargee has served a Default Notice under clause 6.2.1 the later of:</p> <p>(a) service on the Council either:</p> <p>(i) in the case of service by delivery by hand of the Default Notice to the Council's offices at the given address on page 4 of this Deed or any other address previously notified by the Council in writing during the hours of 9am to 5pm on a Working Day, the date on which the Default Notice is so delivered; or</p> <p>(ii) by using first class registered post to the Council's offices addressed to the Director at the address given on page 4 of this Deed or any other address previously notified by the Council in writing, the second Working Day</p>

	<p>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)</p> <p>(b) service to the GLA either:</p> <p>(i) 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 date on which the Default Notice is so delivered; or</p> <p>(ii) 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 (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 GLA (by Royal Mail proof of delivery or otherwise)</p>
"Deed"	means this agreement
"Default Notice"	means a notice in writing served on the GLA and the Council by the Chargee under clause 6.2 of the Chargee's intention to enforce its security over the relevant Affordable Housing Units
"Demolition Traffic Management Plan"	means any demolition traffic management plan required to be submitted to the Council for approval pursuant to the terms of the Planning Permission
"Demolition Traffic Management Plan Assessment Fee"	means the sum of £2,800 (TWO THOUSAND EIGHT HUNDRED POUNDS) Index Linked to be paid to the Council by the Owner for each Demolition Traffic Management Plan submitted to the Council for approval such fee being payable again for each subsequent new version or material revision of the Demolition Traffic Management Plan

<p>“Development”</p>	<p>means the comprehensive redevelopment and erection of part 30, part 22, and part 9 storey building comprising hotel bedrooms and serviced apartments (Class C1) with ancillary bar, restaurants, conferencing and dining areas, leisure facilities, and back of house areas; and new homes [including affordable homes] (Class C3); with associated basement, energy centre, plant, car parking, cycle parking, refuse stores, and servicing areas; associated highway works; and creation of new publicly accessible open space with associated hard and soft landscaping on the Land as authorised by the Planning Permission</p>
<p>“Director”</p>	<p>means the Director of Planning and Place and shall be deemed to mean the officer for the Council from time to time holding that appointment or (if no officer holds that appointment) carrying out the duties of that appointment</p>
<p>“Employment and Skills Contribution”</p>	<p>means the sum of £377,790.00 (THREE HUNDRED AND SEVENTY SEVEN THOUSAND SEVEN HUNDRED AND NINETY POUNDS) Index-Linked to be utilised for the recruitment and development of skills and career paths of local people, which will reduce travel to work distance, and increase local household income, skill levels, and career opportunities and help community cohesion, which sum is payable in accordance with paragraph 1.1 of Schedule 6</p>
<p>“Employment and Skills Plan”</p>	<p>means a plan produced by the Owner developed in consultation with the Council's Economic Development Team outlining a scheme for the provision of construction training for Local Residents during the Construction Period which shall include:</p> <ul style="list-style-type: none"> (a) the approach to be adopted in delivering target employment, apprenticeship outcomes and engagement with schools and education providers; (b) a single point of contact (workplace coordinator where appropriate) to manage demand and to provide regular skills forecasting updates; (c) details regarding the arrangements for notification of vacancies to the Council's Economic Development Team and/or any other agency nominated by the Council;

	<p>(d) trainee/apprenticeship education programmes which shall offer as a minimum, an average of one work based training opportunity/apprenticeship for every ten construction workers over the life time of a construction contract. These work-based placements will be to candidates nominated by the Council (or another agency as agreed by the Council) who are seeking recognised Level 2 or above NVQ qualifications. The Council is willing to consider developments adopting recognised models, such as the Client Based Approach from The Construction Industry Training Board (CITB), which provides an approach to defining apprenticeship and trainee numbers along with other performance indicators; accredited training opportunities which must follow an accredited framework, to provide trainees with the right level of skills to enter and sustain employment within the construction sector - generally a minimum of NVQ Level 2 (e.g. CITB Construction Skills Modern Apprenticeship) for trainees will be sought, which will require the developer (either directly or via the build contract and supply chain) to employ trainees and support day release arrangements until attainment of their qualification; and</p> <p>(f) a requirement to promote construction employment at the Development to Local Residents via job fairs, career talks and workshops.</p>
"Expert"	means an independent and suitable person holding appropriate professional qualifications appointed in accordance with the provisions of clause 10 to determine a dispute
"GLA"	means the Greater London Authority or any successor in function
"Habitable Room"	means any room within a Residential Unit the primary use of which is for living, sleeping or dining and which expressly excludes kitchens of 13 square metres or more, bathrooms, toilets, corridors and halls
"Homes England"	means the housing and regeneration agency for England (or any successor body that replaces it)

<p>“Implementation of Development”</p>	<p>means the carrying out of any act pursuant to the Planning Permission which constitutes a material operation within the meaning of section 56 of the 1990 Act and material operations shall be construed as being carried out at the earliest date on which any material operation is begun save that the term "material operation" shall not include:</p> <ul style="list-style-type: none"> (a) operations in connection with any work of or associated with demolition, site clearance and remediation; (b) fencing, gates, hoarding; (c) installation of services to facilitate construction including construction of culverts; (d) creation of construction access points and routes; (e) groundwork; (f) site clearance; (g) remediation works; (h) environmental investigation; (i) archaeological investigation; (j) site and soil surveys; (k) erection of contractors work compound; and (l) erection of site office or the erection of any temporary means of enclosure, <p>and “Implement Development”, “Implementation” “Implemented” and “Implements” shall be construed accordingly</p>
<p>“Index”</p>	<p>means the BCIS All In Tender Price Index published by the Building Cost Information Service (or any successor ministry department or organisation) or if such index is at the relevant time no longer published such other comparable index or basis for indexation as the Parties may agree</p>
<p>“Index-Linked”</p>	<p>means the product (if any) of the amount of the contributions payable under this Deed multiplied by A and divided by B where:</p> <p>“A” is the most recently published figure for the</p>

	Index prior to the date of the payment; and "B" is the most recently published figure for the Index at the date of this Deed
"Intention Notice"	means a notice in writing served on the Chargee under clause 6.3 that the Council or the GLA is minded to purchase the relevant Affordable Housing Units
"Interest"	means interest at 4% above the base lending rate of NatWest Bank or such other bank as the Council uses from time to time
"Land"	means the land within which the Development is to take place and against which the obligations in this Deed may be enforced which is registered at HM Land Registry under title numbers LN226776 and BGL124595 and shown for the purpose of identification only edged red on the Location Plan annexed at Schedule 1 to this Deed
"Legible London"	means the wayfinding project designed to provide better information throughout London for pedestrians
"Legible London Contribution"	means the sum of £20,000 (TWENTY THOUSAND POUNDS) Index-Linked towards the provision of Legible London signs both off and on the Land which sum is payable in accordance with paragraph 6.1 of Schedule 4
"Location Plan"	means the plan with reference number 10106-A-DRG-ZO-G100-2001-PL Rev A showing the location of the Development attached at Schedule 1 to this Deed
"Local Residents"	means persons resident in the administrative area of the Council
"Local Procurement Code"	means the Council's policy document on local procurement annexed at Appendix 2
"Local Procurement Contribution"	means the sum of £12,945.20 (TWELVE THOUSAND NINE HUNDRED AND FORTY FIVE POUNDS AND TWENTY PENCE) Index-Linked towards facilitating the implementation of the Local Procurement Code which sum is payable in accordance with paragraph 4.1 of Schedule 6
"Local Procurement Strategy"	means a document setting out how the Owner and its contractors intend to comply with the

	Council's Local Procurement Code
"London Affordable Rented Housing"	<p>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:</p> <p>(a) including Service Charges, up to 80 per cent of local market rents where the market rent of a lease at any time is the rent which the lease might reasonably be expected to fetch at that time on the open market); and</p> <p>(b) excluding Service Charges, no higher than the benchmark rents published by the GLA annually in accordance with the Mayor's Funding Guidance or, in the event that such benchmark rents are no longer published, such other rental caps as may be agreed between the GLA and the Affordable Housing Provider of the relevant Affordable Housing Units.</p>
"London Design Standards"	means the required design standards for new homes approved and published by the Mayor of London at the date of grant of the Planning Permission
"London Plan"	means the London Plan published in March 2016 as revised from time to time
"London Training Contribution"	means the sum of £20,000 (TWENTY THOUSAND POUNDS) Index-Linked to be paid in accordance with paragraph 6.1 of Schedule 6 towards a bespoke training package targeting Local Residents with a focus on hospitality and catering
"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
"Monitoring Contribution"	means the sum of £58,574.00 (FIFTY EIGHT FIVE HUNDRED AND SEVENTY FOUR POUNDS) Index-Linked to be paid to the Council towards the costs of the Council for monitoring the obligations of the Owner in this

	Deed
"Moratorium Period"	means, in each instance where a Chargee has served a Default Notice under clause 6.2, the period from (and including) the Date of Deemed Service on the GLA and the Council of the Default Notice 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"	<p>means an agreement in substantially the form of the draft agreement appended to this Deed at Appendix 3 being the Council's standard form (subject to such changes that the Affordable Housing Provider may reasonably request and to which the Council may agree (acting reasonably) such agreement to provide for:</p> <ul style="list-style-type: none"> (i) 100% nomination rights to the Council for the first and 75% nomination rights to the Council for all subsequent lettings (with appropriate provisions in the event social housing grant is made available); (ii) affordability to eligible households whose needs are not met by the market: eligibility is determined with regard to local incomes and local house prices; Affordable Housing contracts should include provisions so the Affordable Housing remains at an affordable price for further eligible households or for the subsidy to be recycled for alternative Affordable Housing provision; and (iii) such other appropriate provisions so that the Affordable Housing is compliant with the London Plan 2016 and its Housing Supplementary Planning Guidance dated March 2016
"Non-Residential Floorspace"	means the parts of the Development excluding any Residential Units
"Occupation"	means occupation of the Land or any of the Residential Units or buildings forming part of the Development for the purposes permitted by the Planning Permission but does not include occupation by personnel engaged in

	demolition, construction, fitting out, decoration, marketing, or for site security purposes and " Occupy " and " Occupied " shall be construed accordingly
" Occupier "	means the occupier or occupiers of a single Residential Unit
" Option "	means the option to be granted to the GLA or the Council and/or the GLA's or the Council's nominated substitute Affordable Housing Provider (as appropriate) in accordance with clause 6.4 for the purchase of the Affordable Housing Units
" Owner "	means the Freeholder and the Leaseholder
" Parking Permit "	means a permit issued by the Council to residents allowing the parking of a vehicle in a residents parking bay on the highway within the area of the Council but not including a disabled person's "purple badge" issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970 as amended;
" Parties "	means the GLA, the Freeholder, the Leaseholder and the Mortgagee and " Party " shall be construed accordingly as the context requires
" Planning Permission "	means the planning permission for the Development to be granted by the GLA pursuant to the Application a draft of which is attached to this Deed at Schedule 2
" Practical Completion "	means issue of a certificate by the Owner's architect, civil engineer or chartered surveyor as appropriate certifying that the Development or a relevant part thereof (depending on the context of the Deed) is for all practical purposes sufficiently complete to be put into use and " Practically Completed " shall be construed accordingly
" Protected Tree Contribution "	means the sum of £77,000 (SEVENTY-SEVEN THOUSAND POUNDS) Index-Linked to be paid by the Owner in accordance with clause 3 of Schedule 5 and applied towards compensation for the loss of tree amenity as a result of the Development
" Public Realm Improvements "	means improvements to the highway which shall include:

	<ul style="list-style-type: none"> a) paving interventions and level changes (raised and flush kerbs) to enhance pedestrian priority b) the replacement of concrete flag paving with Yorkstone paving c) improvements to pedestrian crossing facilities d) resurfacing of carriageways, including in granite setts where appropriate e) the relocation or provision of parking bays f) the relocation or provisions of utility boxes and/or street furniture including the kiosk; g) tree planting, soft landscaping and garden/plant boxes; and h) lighting; <p>as shown indicatively on the Public Realm Plan</p>
"Public Realm Contribution"	means the sum of £2,450,000 (TWO MILLION FOUR HUNDRED AND FIFTY THOUSAND POUNDS) Index-Linked to be paid by the Owner and applied towards public realm improvements within the area shown indicatively on the Public Realm Plan
"Public Realm Plan"	means the plan showing the indicative Public Realm Improvements funded by the Public Realm Contribution attached at Schedule 1 to this Deed (unless agreed with the Council otherwise)
"Public Art"	means any permanent or temporary works of art visible to the general public whether part of (but not incorporated inside) a building or freestanding and which may include but shall not be limited to sculpture, lighting effects, street furniture, landscaping, and the incorporation of features into the external façade of buildings
"Public Art Strategy"	means a strategy to be submitted pursuant to paragraph 4.1 of Schedule 5 which will identify: <ul style="list-style-type: none"> (a) timescales for the provision of Public Art as part of the Development; and (a) proposals for commissioning high-quality

	Public Art from an artist or artists
"Regulator of Social Housing"	means the government agency for the regulation of social housing in England (or any successor agency)
"Rent Guidance"	means the Guidance on Rents for Social Housing and the Direction on the Rent Standard 2014 issued by the Department of Communities and Local Government in May 2014 or such other replacement guidance or direction or legislation
"Rent Standard"	means the standard relating to rent set by the Regulator of Social Housing from time to time having regard to the Welfare Reform Act 2016, and the Rent Guidance, 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 62 residential units to be provide as part of the Development
"Service Charges"	means all amounts payable by a tenant or owner (as appropriate) of the relevant Affordable Housing Unit as part of or in addition to the rent and directly or indirectly for services, repairs, maintenance, improvements, insurance and/or the landlord's costs of management in relation to that Affordable Housing Unit
"Social Rented Housing"	means rented housing owned and managed by local authorities or Affordable Housing Providers and let at Target Rents
"Statutory Undertaker"	means a statutory undertaker as defined by section 262 of the 1990 Act and Article 1(20) of the Town and Country Planning (General Permitted Development) Order 1995
"Sums Due"	means all sums due to a Chargee of the Affordable Housing Units pursuant to the terms of its Charge including (without limitation) all interest and reasonable legal and administrative fees costs and expenses
"Superstructure"	means any part of the Development which is above the foundations
"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
"Transport for London"	means Transport for London or its successor body and "TfL" shall be construed accordingly
"Travel Plan"	means the travel plan for the Development to be submitted to the Council for approval pursuant to the terms of the Planning Permission
"Travel Plan Monitoring Fee"	means the sum of £1,000 (ONE THOUSAND POUNDS) Index Linked to be paid to the Council by the Owner for the purposes of enabling the Council to monitor and review the Travel Plan in accordance with any targets within the Travel Plan
"Wheelchair Accessible Units"	means the Affordable Housing Dwellings designated with a wheelchair symbol on the Affordable Housing Plan (unless agreed with the Council otherwise) to be provided pursuant to Schedule 3, Paragraph 4.1.1
"Working Day"	means any day excluding Saturdays, Sundays and any bank holidays in England and "Working Days" shall be construed accordingly.

1.2 In this Deed:-

- 1.2.1 reference to any statutory provision or enactment shall include reference to any statutory re-enactment thereof and any statutory instrument regulation or order made under it which is for the time being in force;
- 1.2.2 the headings in this Deed are for convenience only and shall not be deemed to be part of, or taken into consideration in the interpretation of, this Deed;
- 1.2.3 references to any clause sub-clause paragraph or schedule are references to clauses sub-clauses paragraphs or schedules in this Deed;
- 1.2.4 unless the context otherwise requires words importing the singular meaning shall include the plural and vice versa;
- 1.2.5 words of the masculine gender include the feminine and neuter genders and words denoting actual persons include bodies corporate companies corporations and firms and all such words shall be construed as interchangeable in that manner;
- 1.2.6 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 allow cause permit or suffer any infringement of the restriction;

- 1.2.7 covenants made in this Deed if made by more than one person are made jointly and severally unless otherwise expressly stated;
- 1.2.8 reference to any Party to this Deed shall include the successors in title to that Party and references to the Council shall mean the Royal Borough of Kensington and Chelsea acting in its statutory capacity as local planning authority (unless otherwise expressly stated in this Deed) and its successor to its respective statutory functions; and
- 1.2.9 references to the Owner not Occupying include an obligation not to permit or suffer Occupation.

2. STATUTORY AUTHORITY AND ENFORCEABILITY

- 2.1 This Deed is entered into under section 106 of the 1990 Act for the purposes of creating planning obligations in respect of the Land and subject to clause 2.2, all the restrictions covenants and undertakings in this Deed are planning obligations for the purposes of section 106 and are (subject to the terms of this Deed) enforceable by the Council and the GLA each as local planning authority not only against the Owner but also against any successors in title to the respective interests of the Owner (unless otherwise stated in this Deed).
- 2.2 To the extent that any of the obligations contained in this Deed are not planning obligations within the meaning of the 1990 Act, they are entered into by the Council pursuant to the powers contained in section 111 of the Local Government Act 1972 and section 1 of the Localism Act 2011 and section 16 of the Greater London Council (General Powers) Act 1974.

3. EFFECT AND CONDITIONALITY OF THIS DEED

- 3.1 This Deed is a conditional agreement and shall become binding upon the grant of the Planning Permission but the obligations in this Deed shall only come into effect on Commencement of the Planning Permission SAVE FOR the provisions of clause 4.2 (Legal Costs), clause 8 (Determination of the Planning Permission), clause 11 (Dispute Provisions), clause 16 (Notices), clause 17 (Change of Ownership) and any obligations in this Deed expressly requiring compliance prior to the Commencement of Development which shall come into effect on completion of this Deed.

4. THE OWNER'S COVENANTS AND OBLIGATIONS

- 4.1 The Owner covenants with the GLA and undertakes to the Council to perform the obligations specified in Schedules 3 to 7 inclusive to this Deed.
- 4.2 The Owner covenants with the GLA and undertakes to the Council to pay on or before completion of this Deed the Council's and the GLA's reasonable legal costs incurred in connection with the negotiation, preparation and (in the case of the GLA) the execution of this Deed.
- 4.3 The Owner covenants with the GLA and undertakes to the Council to pay the Monitoring Contribution in the following instalments: £10,000 (TEN THOUSAND POUNDS) on or before completion of this Deed and the balance of £48,574 (FORTY EIGHT THOUSAND FIVE HUNDRED AND SEVENTY FOUR POUNDS) on or before Commencement of Development.

5. THE GLA'S COVENANTS

- 5.1 The GLA covenants with the Owner and the Council to observe the covenants on its part set out in this Deed.
- 5.2 The GLA covenants that it shall issue the Planning Permission as soon as reasonably practicable following completion of the Deed in the form attached as Schedule 2.

6. EXCLUSIONS

- 6.1 This Deed shall not bind or be enforceable against the following:
- 6.1.1 any person after it has disposed of all of its interest in the Land (or in the event of a disposal of part against the part disposed of) but without prejudice to the liability of any such person for any subsisting breach of this Deed prior to parting with such interest;
 - 6.1.2 any Affordable Housing Provider except in relation to the obligations in Schedule 3 and paragraph 4 of Schedule 4 to this Deed;
 - 6.1.3 any Occupier or tenant of an individual London Affordable Rented Housing Unit (nor against those deriving title nor against a mortgagee or chargee of such individual unit) except in relation to:
 - 6.1.3.1 the obligations in paragraph 3 of Schedule 3 which shall bind and be enforceable against the relevant Occupier or tenant unless they have exercised a statutory right to acquire or buy that unit from the Affordable Housing Provider pursuant to the Housing Act 1985 or the Housing Act 1996 or Housing and Regeneration Act 2008 or Planning Act 2016; and
 - 6.1.3.2 paragraph 4 of Schedule 4;
 - 6.1.4 subject to clauses 6.2 to 6.7 (inclusive) any Chargee of the whole or any part of the Affordable Housing Units or any persons or bodies deriving title through such Chargee; and
 - 6.1.5 any Statutory Undertaker or other person with any interest in any part of the Land for the purpose of the supply of electricity gas water drainage telecommunication services or public transport services.
- 6.2 In order to benefit from the protection granted by clause 6.1.4, a Chargee must:
- 6.2.1 prior to seeking to dispose of the relevant Affordable Housing Units serve a Default Notice on:
 - 6.2.1.1 the Council either by:
 - (A) delivery by hand to the Council's offices at the given address on page 4 of this Deed or any other address previously notified by the Council in writing during the hours of 9am to 5pm on a Working Day; or
 - (B) using first class registered post to the Council's offices addressed to the Director at the address given on page 4 of this Deed or any other address previously notified by the Council in
 - 6.2.1.2 the GLA either by:

(A) 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; or

(B) 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);

6.2.2 when serving the Default Notice, provide to the GLA and the Council official copies of the title registers for the relevant Affordable Housing Units; and

6.2.3 subject to clause 6.7 below, not exercise its power of sale over or otherwise dispose of the relevant Affordable Housing Units before the expiry of the Moratorium Period except in accordance with clause 6.4 below.

6.3 From the first day of the Moratorium Period to (but excluding) the date falling one calendar month later, the Council or the GLA may serve an Intention Notice on the Chargee.

6.4 Not later than 15 Working Days after service of the Intention Notice (or such later date during the Moratorium Period as may be agreed in writing between the GLA or the Council (as appropriate) and the Chargee), the Chargee will grant the GLA or the Council (and/or the GLA's or the Council's nominated substitute Affordable Housing Provider) (as appropriate) an exclusive option to purchase the relevant Affordable Housing Units which shall contain the following terms:

6.4.1 the sale and purchase will be governed by the Standard Commercial Property Conditions (Third Edition – 2018 Revision) (with any variations that may be agreed between the parties to the Option (acting reasonably);

6.4.2 the price for the sale and purchase will be agreed in accordance with clause 6.5.2 below or determined in accordance with clause 6.6 below;

6.4.3 provided that the purchase price has been agreed in accordance with clause 6.5.2 below or determined in accordance with clause 6.6 below, but subject to clause 6.4.4 below, the GLA or the Council (or the GLA or the Council's nominated substitute Affordable Housing Provider) (as appropriate) may (but is not obliged to) exercise the Option and complete the purchase of the relevant Affordable Housing Units at any time prior to the expiry of the Moratorium Period;

6.4.4 the Option will expire upon the earlier of (i) notification in writing by the GLA or the Council (or the GLA's or the Council's nominated substitute Affordable Housing Provider) (as appropriate) that it no longer intends to exercise the Option PROVIDED THAT the Council has first obtained the GLA's prior written approval and (ii) the expiry of the Moratorium Period; and

6.4.5 any other terms agreed between the parties to the Option (acting reasonably);

PROVIDED THAT in the event that both the GLA and the Council serve an Intention Notice, the Intention Notice served by the Council will take priority

- 6.5 Following the service of the Intention Notice:
- 6.5.1 the Chargee shall use reasonable endeavours to reply to enquiries raised by the GLA or the Council (or the GLA's or the Council's nominated substitute Affordable Housing Provider) in relation to the Affordable Housing Units as expeditiously as possible having regard to the length of the Moratorium Period; and
 - 6.5.2 the GLA or the Council (or the GLA's or the Council's nominated substitute Affordable Housing Provider) (as appropriate) and the Chargee shall use reasonable endeavours to agree the purchase price for the relevant Affordable Housing Units, which shall be the higher of:
 - 6.5.2.1 the price reasonably obtainable in the circumstances having regard to the restrictions as to the use of the relevant Affordable Housing Units contained in Schedule 3; and
 - 6.5.2.2 (unless otherwise agreed in writing between the GLA or the Council (or the GLA's or the Council's nominated substitute Affordable Housing Provider) (as appropriate) and the Chargee) the Sums Due.
- 6.6 If on the date falling 10 Working Days after service of the Intention Notice, the GLA or the Council (or the GLA's or the Council's nominated substitute Affordable Housing Provider) (as appropriate) and the Chargee have not agreed the price pursuant to clause 6.5.2.1 above:
- 6.6.1 the GLA or the Council (or the GLA's or the Council's nominated substitute Affordable Housing Provider) (as appropriate) and the Chargee shall use reasonable endeavours to agree the identity of an independent surveyor having at least 10 years' experience in the valuation of affordable/social housing within the London area to determine the dispute and, if the identity is agreed, shall appoint such independent surveyor to determine the dispute;
 - 6.6.2 if, on the date falling 15 Working days after service of the Intention Notice, the GLA or the Council (or the GLA's or the Council's nominated substitute Affordable Housing Provider) (as appropriate) and the Chargee have not been able to agree the identity of an independent surveyor, either Party may apply to the President for the time being of the Royal Institution of Chartered Surveyors or his deputy to appoint an independent surveyor having at least 10 years' experience in the valuation of affordable/social housing within the London area to determine the dispute;
 - 6.6.3 the independent surveyor shall determine the price reasonably obtainable referred to at clause 6.5.2.1 above, due regard being had to all the restrictions imposed upon the relevant Affordable Housing Units by this Deed;
 - 6.6.4 the independent surveyor shall act as an Expert and not as an arbitrator;
 - 6.6.5 the fees and expenses of the independent surveyor are to be borne equally by the parties;

- 6.6.6 the independent surveyor shall make his/her decision and notify the GLA or the Council (or the GLA's or the Council's nominated substitute Affordable Housing Provider)(as appropriate) and the Chargee of that decision no later than 14 days after his/her appointment and in any event within the Moratorium Period; and
 - 6.6.7 the independent surveyor's decision will be final and binding (save in the case of manifest error or fraud).
- 6.7 The Chargee may dispose of the relevant Affordable Housing Units free from the obligations and restrictions contained in paragraph 3 of Schedule 3 which shall determine absolutely in respect of those Affordable Housing Units (but subject to any existing tenancies) if:
 - 6.7.1 neither the GLA nor the Council has served an Intention Notice before the date falling one calendar month after the first day of the Moratorium Period;
 - 6.7.2 the GLA or the Council (or the GLA's or the Council's nominated substitute Affordable Housing Provider) (as appropriate) has not exercised the Option and completed the purchase of the relevant Affordable Housing Units on or before the date on which the Moratorium Period expires; or
 - 6.7.3 the GLA or the Council (or the GLA's or the Council's nominated substitute Affordable Housing Provider) (as appropriate) has notified the Chargee in writing pursuant to the Option that it no longer intends to exercise the Option.
- 6.8 The GLA or the Council (and the GLA's or the Council's nominated substitute Affordable Housing Provider) (as appropriate) and the Chargee shall act reasonably in fulfilling their respective obligations under clauses 6.2 to 6.7 above (inclusive).

7. DETERMINATION OF THE PLANNING PERMISSION

- 7.1 Without prejudice to any of the obligations which come into force on or before the date of this Deed it is agreed and declared that this Deed shall cease to have any further effect in the event that:-
 - 7.1.1 the Planning Permission shall lapse without having been implemented; or
 - 7.1.2 the Planning Permission shall be revoked (or modified materially without the Owner's consent); or
 - 7.1.3 if the Owner shall before Commencement of Development implement any subsequent planning permission for the permanent redevelopment of the Land which precludes implementation of the Planning Permission in accordance with its terms; or
 - 7.1.4 if the Planning Permission is quashed on judicial review without being thereafter re-granted by the GLA.
- 7.2 In the event that this Deed ceases to have effect as a result of the occurrence of any of the events set out in this clause 7 the Council shall effect the cancellation of all entries made in the register of local land charges in respect of this Deed.

- 7.3 This Deed is intended to regulate and restrict the carrying out of the Development and shall not prohibit or restrict the carrying out of any other development which may be authorised by any planning permission issued subsequent to the grant of the Planning Permission.

8. CONSENT AND GOOD FAITH IN RELATION TO THIS DEED

- 8.1 It is hereby agreed and declared that any agreement approval consent confirmation comment or declaration or expressions of satisfaction required from any of the Parties under the terms of this Deed shall not be unreasonably withheld or delayed and shall be given in writing.
- 8.2 The Council and the GLA shall not be required to pay any costs in the giving of any such agreement approval consent confirmation comment or declaration or expressions of satisfaction referred to in clause 8.1 from the Council to any other Party to this Deed.

9. VERIFICATION AND ENFORCEMENT

The Owner shall permit the Council and the GLA and its authorised employees and agents upon reasonable notice to enter the Land at all reasonable times for the purposes of verifying whether or not any planning obligations arising under this Deed has been performed or observed **SUBJECT TO** compliance by the Council and the GLA and its authorised employees and agents at all times with the Owner's site regulations and requirements and health and safety law and good practice.

10. DISPUTE PROVISIONS

- 10.1 In the event of any dispute or difference arising between the Parties in respect of any matter contained in this Deed (including without prejudice to the foregoing any failure by the Parties to agree or approve any matter failing to be agreed or approved under Schedule 3 to 7 inclusive of this Deed but excluding any dispute under Clause 6.6) then unless the relevant part of the Deed indicates to the contrary, such dispute or difference shall be referred to an Expert to be agreed by the Parties, or in the absence of agreement, to be appointed, at the request of either of the Parties, by or on behalf of the president for the time being of the professional body chiefly responsible for dealing with such matters as may be in dispute and the decision of such an Expert shall be final and binding on the Parties save in the case of manifest error.
- 10.2 The Expert shall be appointed subject to an express requirement that the Expert shall reach a decision and communicate it to the Parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight (28) Working Days from the date the Expert receives the written submissions of the Parties pursuant to clause 10.3.
- 10.3 The Expert shall be required to give notice to each Party inviting each Party to submit within ten (10) Working Days of the Expert's appointment, written submissions and supporting material and shall afford each Party a further five (5) Working Days to make counter-submissions to the written submissions of any other Party.
- 10.4 The Expert's 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 in equal shares.
- 10.5 The undertakings are given to the Council on the basis that the provisions of this clause 10 shall apply to any dispute between the Parties and the Council.

10.6 The provisions of this clause 10 shall not fetter the Council's or the GLA's power to enforce this Deed by way of an application for declaratory relief or injunction.

11. POWERS OF THE COUNCIL

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

12. WAIVER

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

13. SEVERABILITY

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

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

14. SATISFACTION OF ANY OF THE PROVISIONS OF THIS DEED

Subject to the payment of the Council's reasonable costs and charges in connection with certification, the undertakings are given to the Council on the basis that the Council will upon the written reasonable request of the Owner at any time after all the obligations of the Owner under this Deed have been performed or otherwise discharged as soon as is reasonably practicable cancel all entries made in the Register of Local Land Charges in respect of this Deed.

15. NOTICES

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

15.1.1 in the case of the GLA at the address for the GLA given on page 4 of this Deed or any other address previously notified by the GLA in writing;

15.1.2 in the case of the Council at the address for the Council given on page 4 of this Deed or any other address previously notified by the Council in writing;

- 15.1.3 in the case of the Freeholder at the address for the First Owner given on page 4 of this Deed or any other address previously notified by the Freeholder in writing;
 - 15.1.4 in the case of the Leaseholder at the address for the Leaseholder given on page 4 of this Deed or any other address previously notified by the Leaseholder in writing;
 - 15.1.5 in the case of the Mortgagee at the address for the Mortgagee given on page 4 of this Deed or any other address previously notified by the Mortgagee in writing;
- 15.2 Any notice shall be deemed to have been duly received:
- 15.2.1 if delivered personally, when left at the address and for the contact referred to in this clause15;
 - 15.2.2 if sent by pre-paid first class post or recorded delivery, on the 2nd Working Day after posting; or
 - 15.2.3 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

16. CHANGE OF OWNERSHIP

- 16.1 The Owner warrants that no person other than the Freeholder, the Leaseholder and the Mortgagee has any legal or equitable interest in the Land.
- 16.2 The Owner covenants to give the Council and the GLA immediate written notice of any change in ownership of any of their legal interests in the Land occurring before all the planning obligations under this Deed have been discharged such notice to give details of the new owner's full name and postal address together with the area of the Land purchased by reference to a plan or postal address (or registered office if a company) **PROVIDED ALWAYS THAT** the Owner shall not be required to give any such notice to the Council or the GLA where the new owner is an individual owner Occupier or tenant of any of the Residential Units and the Non-Residential Floorspace or the new owner is a mortgagee or chargee of such individual owner Occupier or tenant or a successor in title to such mortgagee or chargee or a Statutory Undertaker or similar utility provider.

17. INTEREST ON LATE PAYMENT

Without prejudice to any other right remedy or power herein contained or otherwise available to the Council if payment of any sum referred to in this Deed becomes due and remains unpaid then the Owner shall pay the Council Interest on such unpaid sum from the date when it became due to the date it is paid in full to the Council.

18. MORTGAGEES' CONSENT

- 18.1 The Mortgagee acknowledges and declares that this Deed has been entered into by the Owner with their consent and the Land shall be bound by the obligations contained in this Deed and that the security of the mortgage over the Land shall take effect subject to this Deed.
- 18.2 The Parties hereby agree that the obligations contained in this Deed shall not be enforceable against the Mortgagee and any future mortgagee unless it takes possession of the Land in which case the Mortgagee and/or any future mortgagee will be bound by the obligations as if it were a person deriving title from the Owner.

19. THIRD PARTY RIGHTS

The Contracts (Rights of Third Parties) Act 1999 shall only apply to this Deed in the case of TfL and any other person who is not named in this Deed shall not have a right to enforce any of its terms **PROVIDED ALWAYS THAT** nothing in this Deed shall prevent any successors in title to any of the Parties from being able to benefit or to enforce the provisions of this Deed (and in the case of the Council) the successor to its respective statutory functions.

20. REGISTRATION OF THIS DEED

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

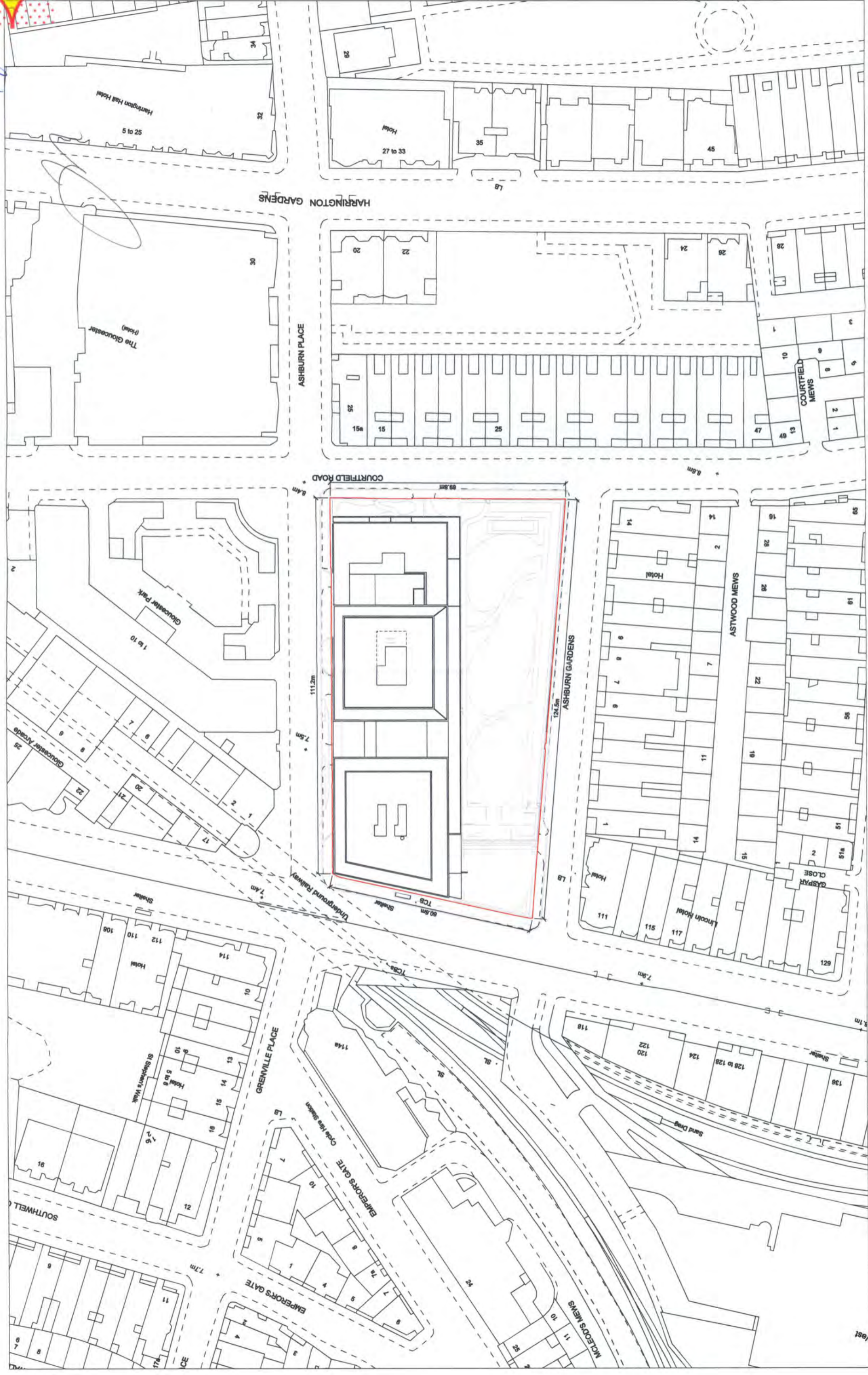
21. JURISDICTION

This Deed is governed by and interpreted in accordance with the law of England and Wales.

SCHEDULE 1
Plans

1. Location Plan
2. Affordable Housing Plan
3. Ashburn Garden Square Plan
4. Public Realm Plan

Shimizu Inc 4/2



LOCATION PLAN

NOTE:
This drawing is copyright Simpsonhaugh. All dimensions to be checked on site by contractor. Contractor to report any dimensional discrepancies, errors or omissions prior to commencing on site.

Scale: 0 5 10 20 30m

KEY:
- - - - - SITE BOUNDARY

Project Title: Kensington Forum Hotel
Kensington, London

Site Plan - Proposed

Drawn by: 10106
Scale: 1:500 @ A1
Date: JAN 2019

Project No: 10106-A-DRG-Z0-G100-2001-PL
Revision: A

PLANNING

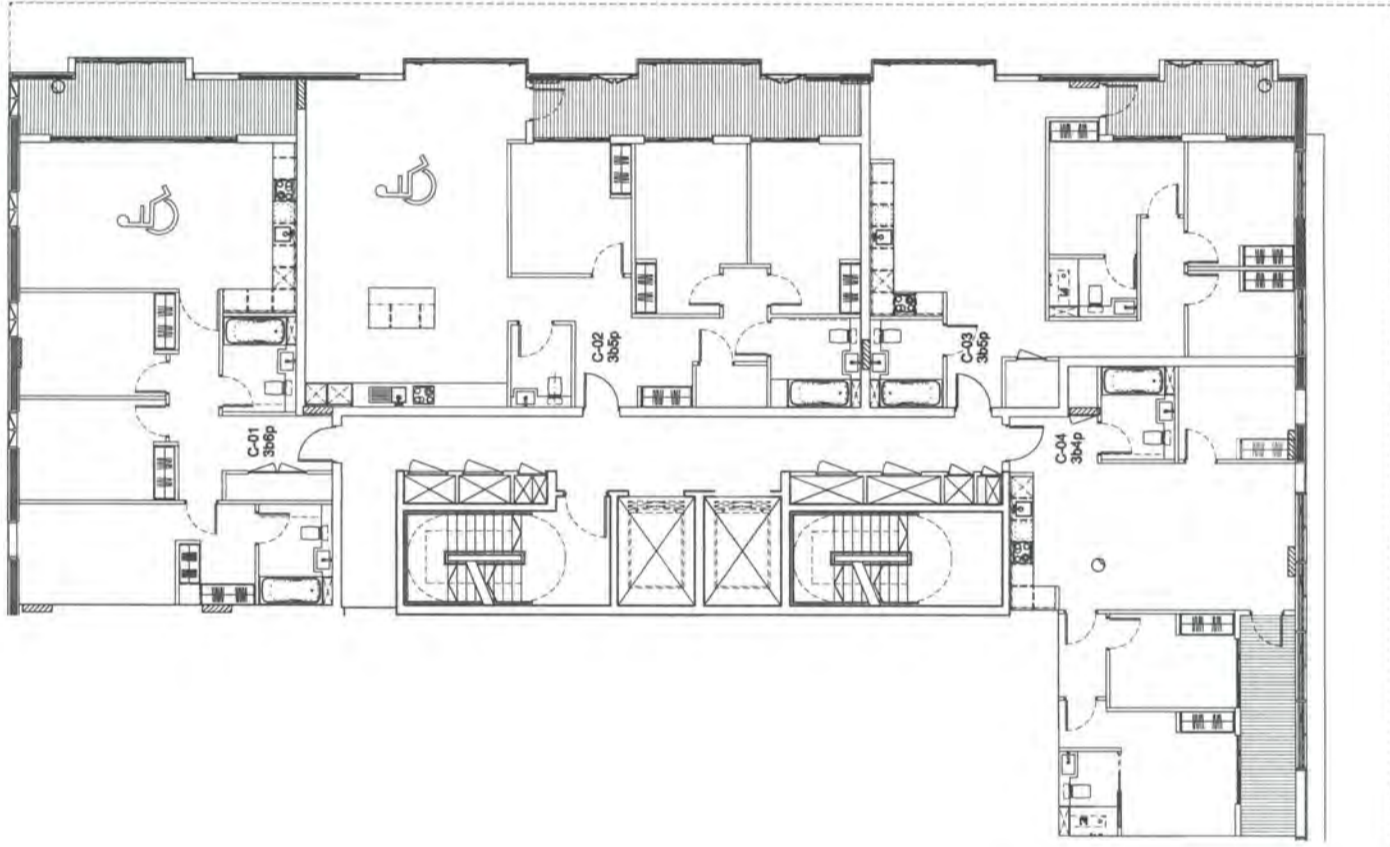
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AFFORDABLE HOUSING PLANS

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Wheelchair Accessible Unit



NORTH



Date	Description
10/06/2019	B.A. Clean Submission



Project Title
Kensington Forum Hotel
Kensington, London

Drawing Title
Affordable Housing Accommodation Plan
Level 00 Mezzanine

Job No.
10106
Drawing No.
10106-A-DRG-ZZ-G200-5000MZ-P1

Scale
1:100(A1)
NTS(A3)

Date
JUN 2019

Revision

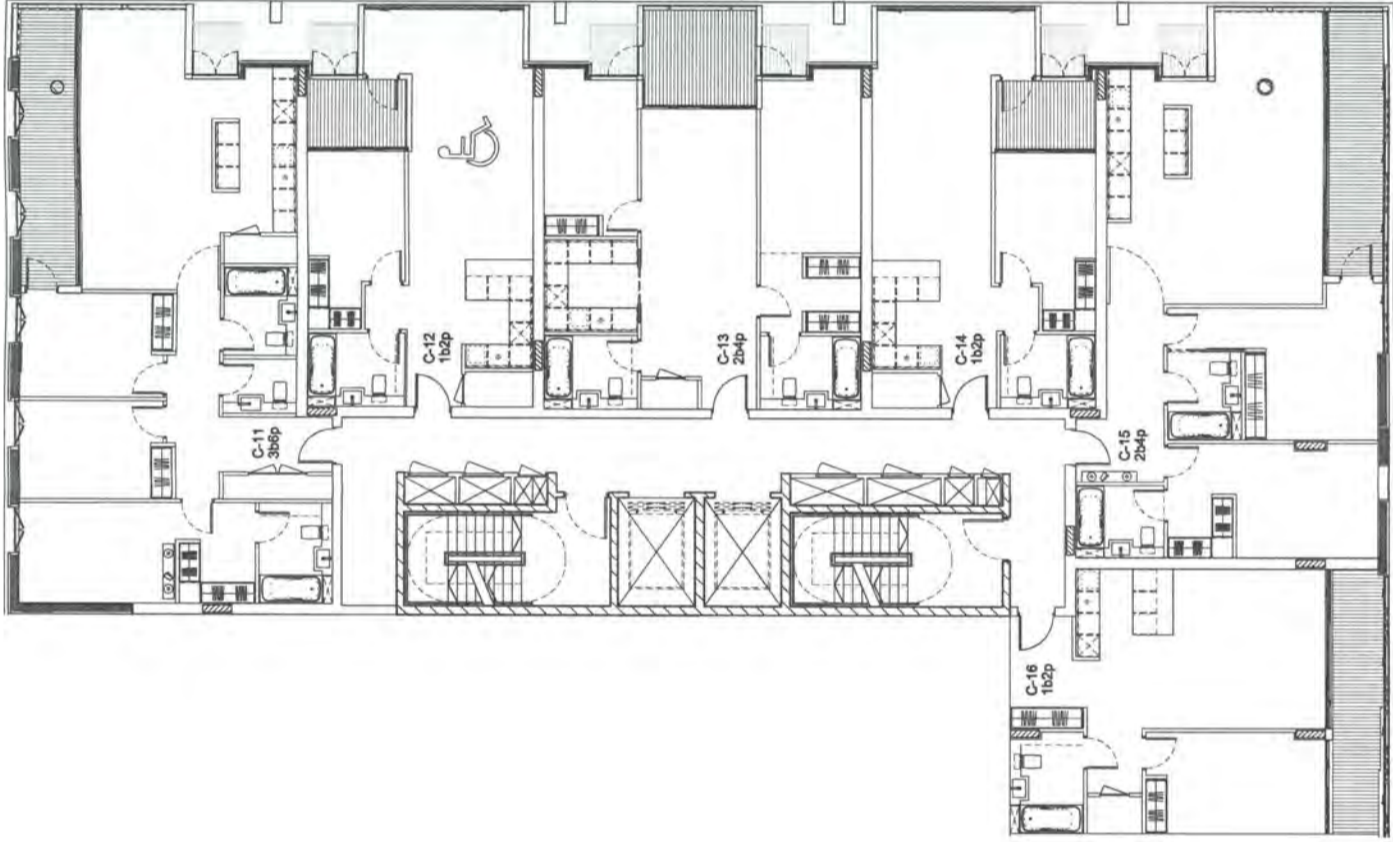
Sheet
PLANNING

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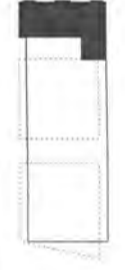
Wheeler Accessible Unit



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Rev	Date	Description
1	07/06/2019	U.A. Cell in Submission



Project Title:
 Kensington Forum Hotel
 Kensington, London

Scale:
 PLANNING

Drawing Title:
 Affordable Housing Accommodation Plan
 Level 01

Job No:
 10106
 Drawing No:
 10106-A-DRG-ZZ-G200-5001-PL

Scale:
 1:100(A1)
 NTS(A3)

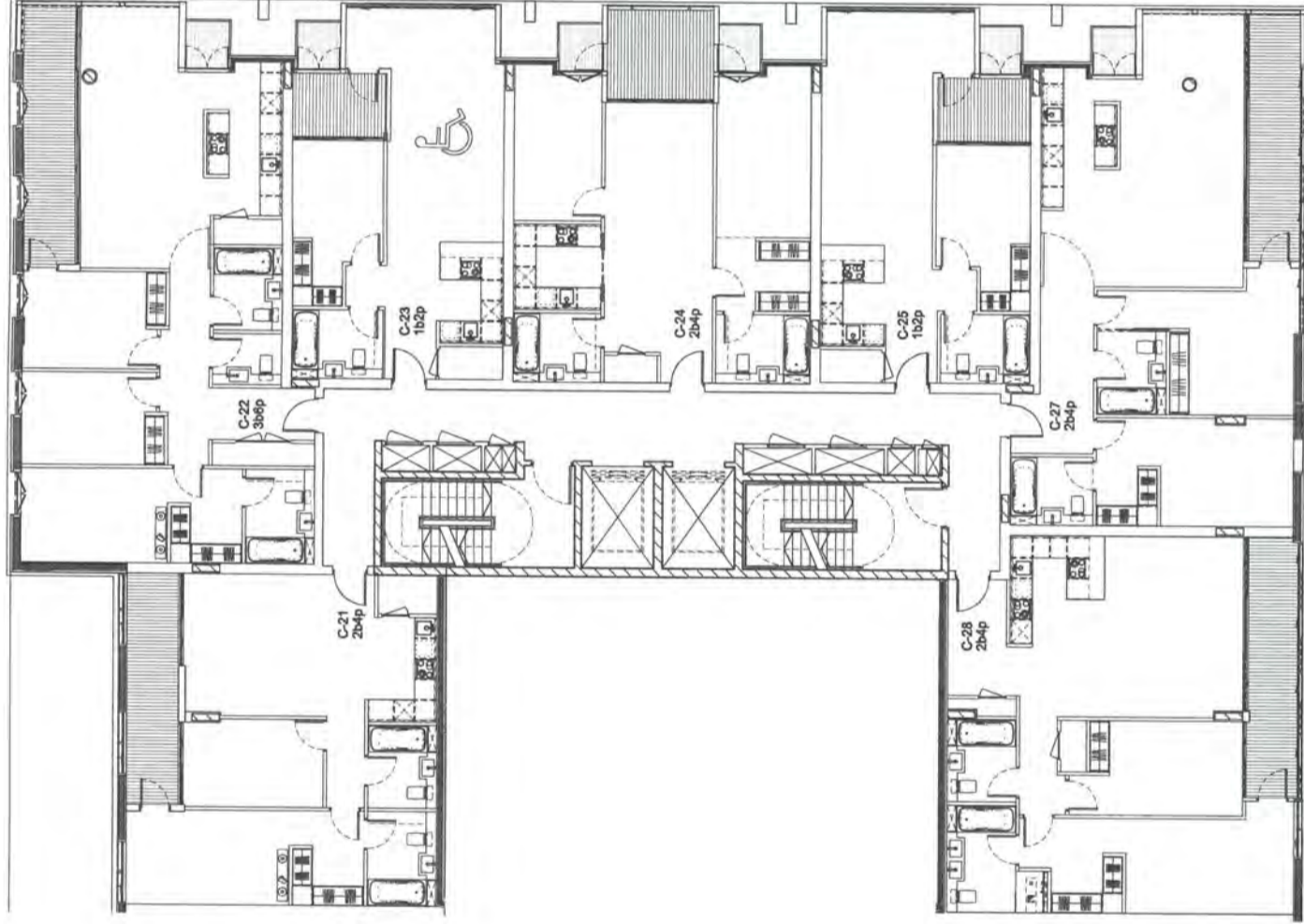
Date:
 JUN 2019

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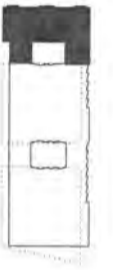
Wheeler Accessible Unit



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Rev	Date	Description
1	07/06/2019	SEA Check Submission



Project Title
 Kensington Forum Hotel
 Kensington, London

Stage
 PLANNING

Client Title
 Affordable Housing Accommodation Plan
 Level 02

Job No
 10106
 Drawing No
 10106-A-DRG-Z2-G200-5002-PL

Scale
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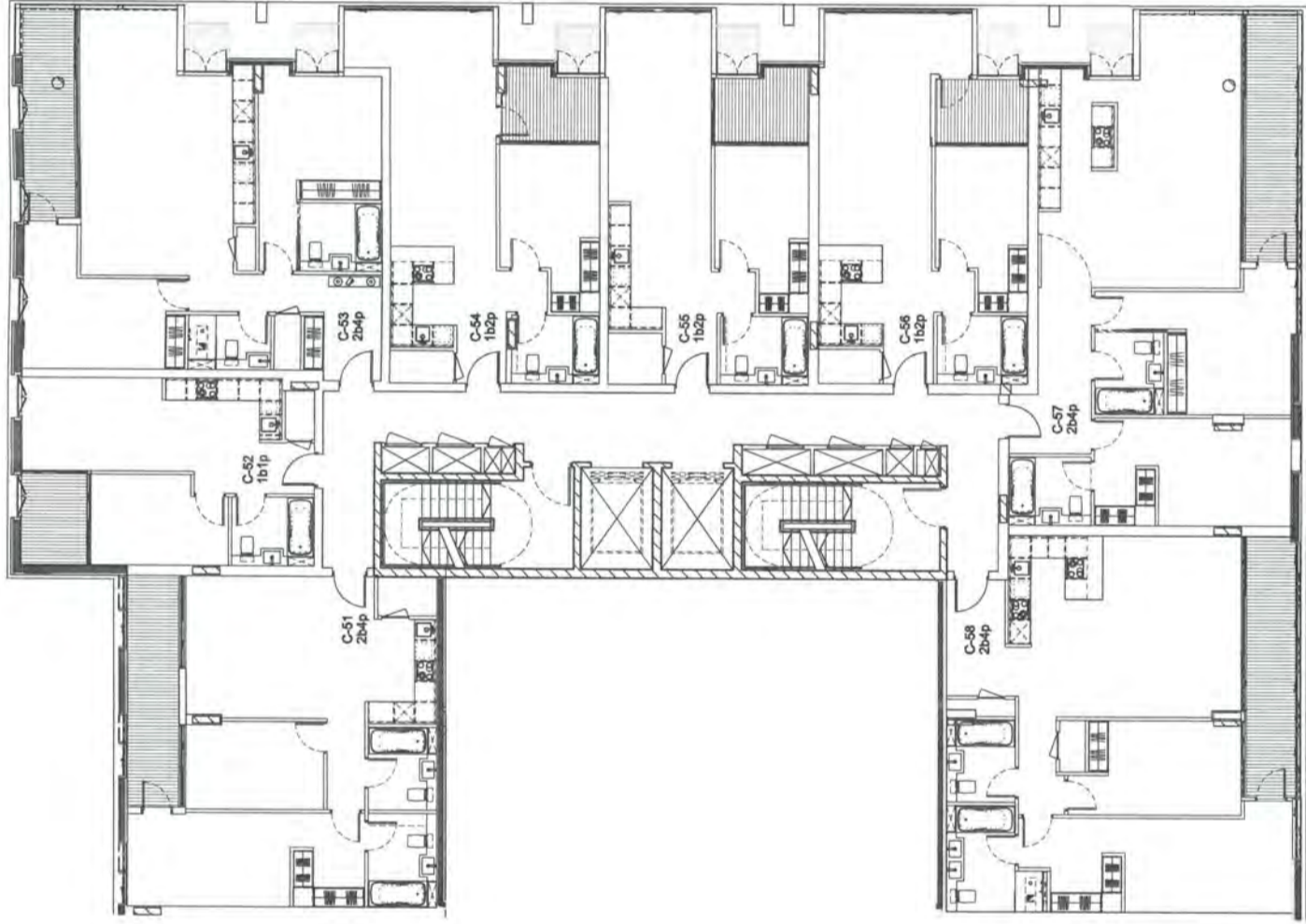
Date
 JUN 2019

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Wheelchair Accessible Unit

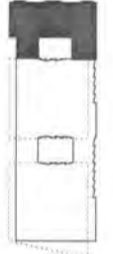


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Rev. Date Description

07/06/2019 BJA, C&H Submission



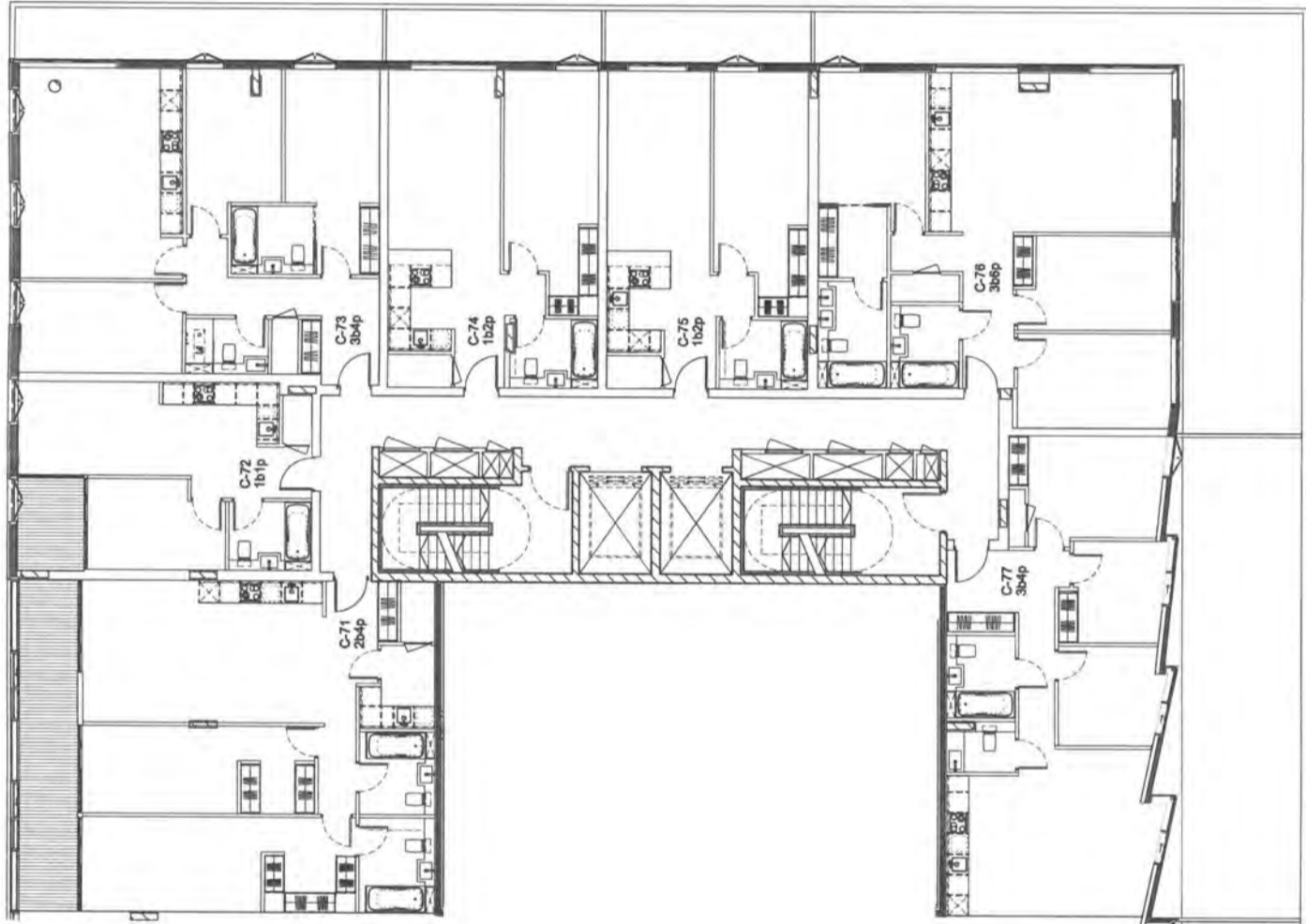
Project Title
Kensington Forum Hotel
Kensington, London

Drawing Title
Affordable Housing Accommodation Plan
Level 05

Job No. 10106
Drawing No. 10106-A-DRG-ZZ-G200-5005-PL
Scale 1:100(A1)
NTS(A3)
Date JUN 2019
Revision

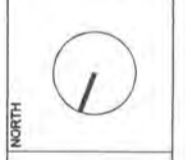
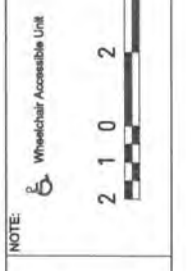
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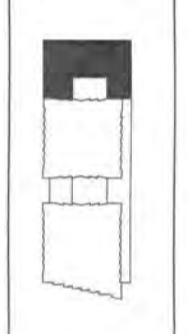


Jim
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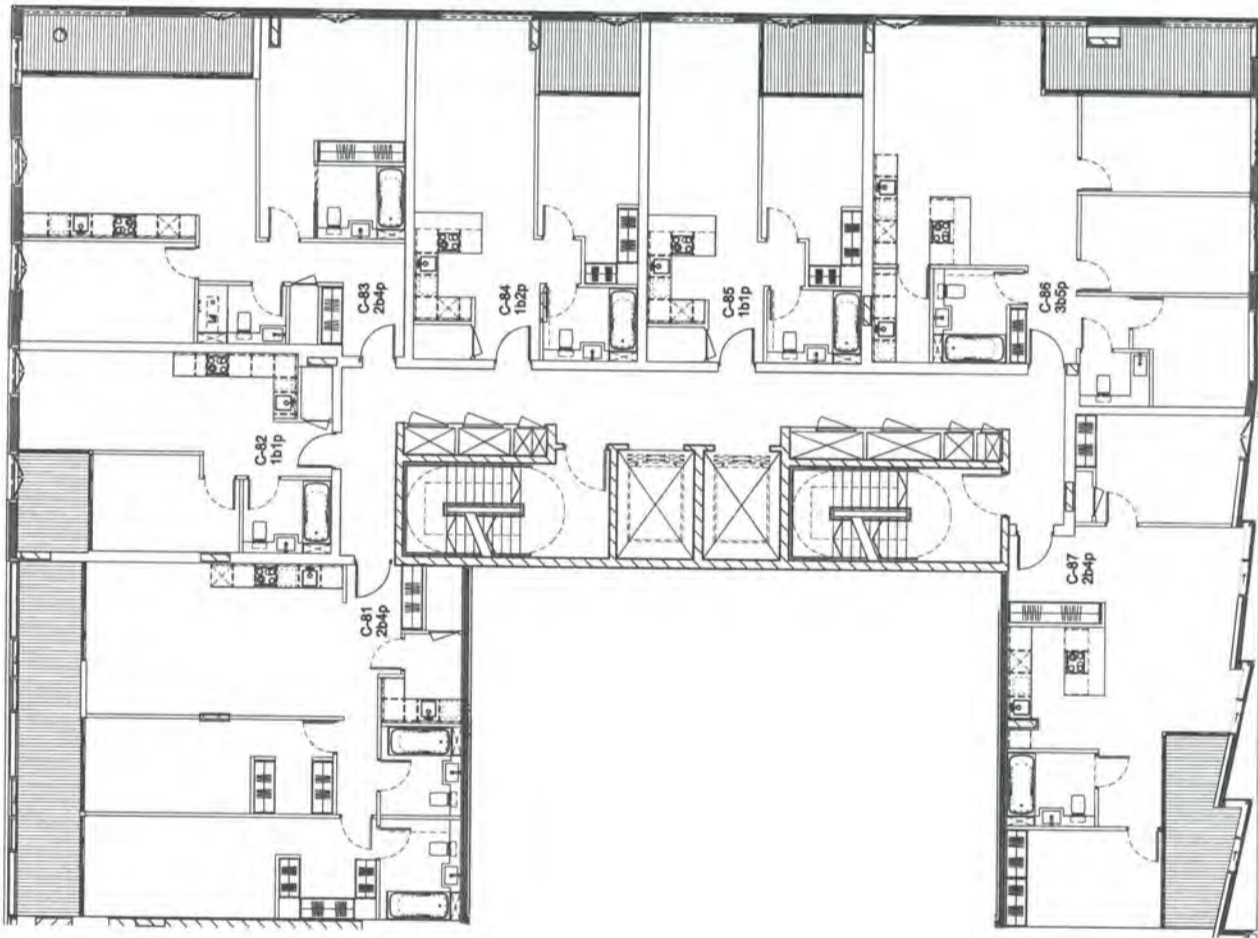
Rev	Date	Description
-	07/06/2019	GA Call-in Submission



Project Title
Kensington Forum Hotel
 Kensington, London

Drawing Title
Affordable Housing Accommodation Plan
 Level 07

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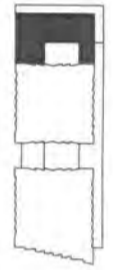
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Rev	Date	Description
-	07/06/2018	GLA Call-in Submission



Project Title
Kensington Forum Hotel
 Kensington, London

Discipline
PLANNING

Drawing Title
Affordable Housing Accommodation Plan
 Level 08

Job No.	Scale	Date
10106	1:100(A1) NTS(A3)	JUN 2019
Drawing No.	Revision	
10106-A-DRG-Z2-G200-5008-PL	-	

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ASHBURN GARDEN SQUARE
PLAN

ILLUSTRATIVE MASTERPLAN



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EXTERIOR
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PUBLIC REALM PLAN

WIDER PUBLIC REALM INDICATIVE STRATEGY

-  EXTENT OF INTERVENTIONS
-  APPLICATION REDLINE
-  PRIVATELY MANAGED AREAS (EXCLUDED FROM STUDY)
-  ASPHALT (EXISTING SURFACE RETAINED)
-  YORKSTONE
-  GRANITE (RAISED SURFACE)
-  SOFT LANDSCAPE
-  EXISTING TREE (RETAINED)
-  PROPOSED TREE
-  HANGING BASKET

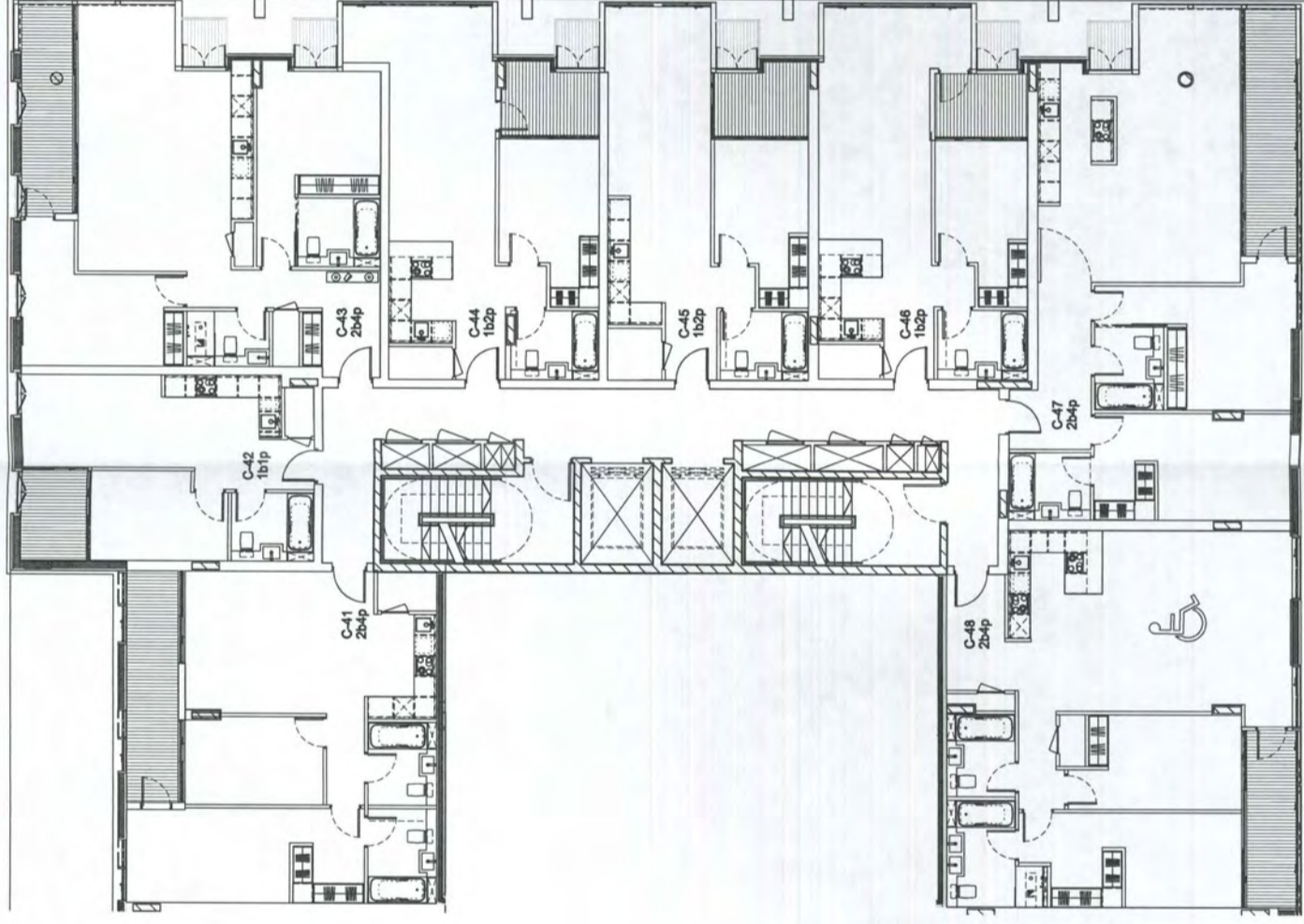


NOTE: THIS IS AN ILLUSTRATIVE PLAN ONLY AND ALL AREAS INDICATED ARE AN APPROXIMATION ONLY.

BEFORE ANY PUBLIC REALM IMPROVEMENTS ARE AGREED THE EXTENT OF THE IMPROVEMENTS SHOWN WOULD HAVE TO BE SURVEYED.

John B...
 EXTERIOR ARCHITECTURE

Shimmer Jan
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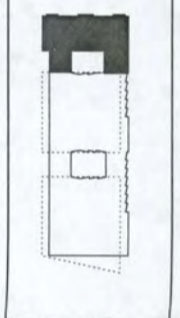


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NOTE:
 Wheelchair Accessible Unit



Rev	Date	Description
-	27/02/2019	GLA Call-in Submission



Project Title
Kensington Forum Hotel
 Kensington, London

Drawing Title
Affordable Housing Accommodation Plan
 Level 04

Job No
 10106

Scale
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 NTS(A3)

Issue
 JUN 2019

Revision
 -

Drawing No
 10106-A-DRG-ZZ-G200-5004-PL



SCHEDULE 2
Draft Planning Permission

Greg Smith
Avison Young
65 Gresham Street
London EC2V 7NQ

GLA ref: GLA/4266/06
RBKC application ref: PP/18/03461
Date: **DRAFT**

Dear Mr Smith,

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

Holiday Inn, Kensington Forum Hotel, 97-109 Cromwell Road, LONDON, SW7 4DN

GLA reference: GLA/4266

Royal Borough of Kensington & Chelsea reference: PP/18/03461

Applicant: Queensgate Bow UK Holdco Ltd

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

The Mayor of London, acting under delegated authority and 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):

“Comprehensive redevelopment and erection of a part 30, part 22 and part 9 storey building comprising hotel bedrooms and serviced apartments (Class C1) with ancillary bar, restaurants, conferencing and dining areas, leisure facilities and back of house areas; residential accommodation (Class C3); with associated basement, energy centre, plant, car parking, cycle parking, refuse stores, servicing areas; associated highway works and creation of new publicly accessible open space with associated hard and soft landscaping.”

At: Holiday Inn, Kensington Forum Hotel, 97-109 Cromwell Road, LONDON, SW7 4DN

Subject to the following conditions and reasons for conditions:

1. Time limit

The development to which this permission relates must be commenced no later than three years from the date of this permission.

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

2. Compliance with Approved Plans

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

Existing plans and drawings	
10106-A-DRG-Z0-G100-0000-PL_REV A Site Plan – Site Boundary	10106-A-DRG-Z0-G100-4000-PL Context Elevation - Existing - North
10106-A-DRG-Z0-G100-2000-PL Site Plan - Existing	10106-A-DRG-Z0-G100-4001-PL Context Elevation - Existing - East
10106-A-DRG-Z0-G100-4002-PL Context Elevation - Existing - South	10106-A-DRG-Z0-G100-4003-PL Context Elevation - Existing - West
Proposed drawings	
Space Matrix	
10106-A-DRG-Z0-F100-2000-PL_REV A Building Plans Matrix (Page 1 of 2)	10106-A-DRG-Z0-F100-2001-PL_REV A Building Plans Matrix (Page 2 of 2)
Sections	
10106-A-DRG-Z2-G200-3001-PL_REV A GA Section AA	10106-A-DRG-Z2-G200-3002-PL_REV A GA Section BB
10106-A-DRG-Z2-G200-3003-PL_REV A GA Section CC	10106-A-DRG-Z2-G200-3004-PL_REV A GA Section DD
10106-A-DRG-Z2-G200-3005-PL_REV A GA Section EE	
GA Building Plans	
10106-A-DRG-Z2- G200-2100-PL Rev B Level B1 Plan	10106-A-DRG-Z2-G200-2101-PL Rev B Level B2 Plan
10106-A-DRG-Z2-G200-2000-PL Rev B Level 00 Plan	10106-A-DRG-Z2-G200-2000MZ-PL Rev B Level 00 Mezz Plan
10106-A-DRG-Z2-G200-2001-PL Rev A Level 01 Plan	10106-A-DRG-Z2-G200-2002-PL Rev A Level 02 Plan
10106-A-DRG-Z2-G200-2003-PL Rev A Level 03 Plan	10106-A-DRG-Z2-G200-2004-PL Rev A Level 04 Plan
10106-A-DRG-Z2-G200-2005-PL Rev A	10106-A-DRG-Z2-G200-2006-PL Rev A

Level 05 Plan	Level 06 Plan
10106-A-DRG-Z2-G200-2007-PL Rev A Level 07 Plan	10106-A-DRG-Z2-G200-2008-PL Rev A Level 08 Plan
10106-A-DRG-Z2-G200-2009-PL Rev A Level 09 Plan	10106-A-DRG-Z2-G200-2010-PL Rev A Level 10 Plan
10106-A-DRG-Z2-G200-2011-PL Rev A Level 11-15 Plan	10106-A-DRG-Z2-G200-2016-PL Rev A Level 16-19 Plan
10106-A-DRG-Z2-G200-2020-PL Rev A Level 20 Plan	10106-A-DRG-Z2-G200-2021-PL Rev A Level 21 Plan
10106-A-DRG-Z2-G200-2022-PL Rev A Level 22 Plan	10106-A-DRG-Z2-G200-2023-PL Rev A Level 23-26 Plan
10106-A-DRG-Z2-G200-2027-PL Rev A Level 27 Plan	10106-A-DRG-Z2-G200-2028-PL Rev A Level 28 Plan
10106-A-DRG-Z2-G200-2029-PL Rev A Level 29 Plan	10106-A-DRG-Z2-G200-2030-PL Rev A Level 30 Plan
10106-A-DRG-Z2-G200-2031-PL Rev A Roof Plan	10106-A-DRG-Z0-G100-2001-PL Rev A Site Plan - Proposed
Plan Layouts	
10106-A-DRG-Z2-F200-2001-PL_REV A Typical Affordable Residential Layout Plans	10106-A-DRG-Z2-F200-2002-PL_REV A Typical Wheelchair Accessible Residential Layouts
10106-A-DRG-Z2-F200-2101-PL Typical Hotel Layout Plans (Page 2)	10106-A-DRG-Z2-F200-2102-PL Typical Hotel Wheelchair Accessible Layout Plans
10106-A-DRG-Z2-F200-2201-PL Typical Serviced Apartment Layout Plans	10106-A-DRG-Z2-F200-2202-PL Typical Serviced Apartment Wheelchair Accessible Layouts
10106-A-DRG-Z2-F200-2100-PL Typical Hotel Layout Plans (Page 1)	
Elevations	
10106-A-DRG-Z2-G200-4000-PL_REV A North Elevation – Cromwell Road	10106-A-DRG-Z2-G200-4001-P_REV A West Elevation – Ashburn Gardens
10106-A-DRG-Z2-G200-4002-PL_REV A East Elevation – Ashburn Place	10106-A-DRG-Z2-G200-4003-PL_REV A South Elevation - Courtfield Road
10106-A-DRG-Z0-G100-4004-PL_REV A	10106-A-DRG-Z0-G100-4005-PL_REV

Context Elevation – Proposed – North	A Context Elevation – Proposed – East
10106-A-DRG-Z0-G100-4006-PL_REV A Context Elevation – Proposed – South	10106-A-DRG-Z0-G100-4007-PL_REV A Context Elevation – Proposed – West
Detailed Façade Studies – Rendered Elevation/Plan/Section	
10106-A-DRG-Z0-G251-5100-PL_Rev A Podium - Typical Conference Room Elevation	10106-A-DRG-Z0-G251-5101-PL_Rev A Podium - Double Height Glazed Façade to Hotel Lobby
10106-A-DRG-Z0-G251-5102-PL_Rev A Podium - Glazed Façade to Cromwell Road Restaurant	10106-A-DRG-Z0-G251-5103-PL_Rev A Podium - Glazed Façade to Garden Restaurant
10106-A-DRG-Z0-G251-5104-PL_Rev A Podium - Hotel Conservatory	10106-A-DRG-Z0-G251-5105-PL_Rev A Podium - Hotel Entrance
10106-A-DRG-Z0-G251-5106-PL Podium - Coach Drop-Off Frontage	10106-A-DRG-Z0-G251-5107-PL Podium - Loading Bay Entrance
10106-A-DRG-Z0-G251-5108-PL Podium - Residential Attic Storey	10106-A-DRG-Z0-G251-5200-PL_Rev A Towers - Typical Serrated Bay Windows
10106-A-DRG-Z0-G251-5201-PL_Rev A Towers - Cromwell Road Staggered Bay Windows	10106-A-DRG-Z0-G251-5202-PL_Rev A Towers - Executive Lounge
10106-A-DRG-Z0-G251-5300-PL_Rev A Courtfield Road - Typical Level Bays and Winter Gardens	10106-A-DRG-Z0-G251-5301-PL_Rev A Courtfield Road - Upper Level Recessed Facade
10106-A-DRG-Z0-G251-5302-PL_Rev A Courtfield Road - West Elevation Residential	10106-A-DRG-Z0-G251-5303-PL_Rev A Courtfield Road - East Elevation Residential
10106-A-DRG-Z0-G251-5304-PL_Rev A Courtfield Road - Ground Floor	10106-A-DRG-Z0-G251-5400-PL_Rev A Typical Soffit Details
Landscape Drawings	
ExA_1754_P_100_REV B Landscape General Arrangement Plan Level 00	ExA_1754_P_102_REV A Landscape General Arrangement Plan Level 09
ExA_1754_P_201_REV A Planting Plan Trees Sheet 1 of 4	ExA_1754_P_202_REV A Planting Plan Trees Sheet 2 of 4
ExA_1754_P_203_REV A Planting Plan Trees Sheet 3 of 4	ExA_1754_P_204_REV B Planting Plan Trees Sheet 4 of 4
EXA_1754_P_205_REV A Planting Plan Shrubs + Herbaceous 1 of 8	EXA_1754_P_206_REV A Planting Plan Shrubs + Herbaceous 2 of 8
EXA_1754_P_207_REV A Planting Plan Shrubs + Herbaceous 3 of 8	EXA_1754_P_208_REV A Planting Plan Shrubs + Herbaceous 4 of 8

EXA_1754_P_209_REV A Planting Plan Shrubs + Herbaceous 5 of 8	EXA_1754_P_210_REV B Planting Plan Shrubs + Herbaceous 6 of 8
EXA_1754_P_211_REV A Planting Plan Shrubs + Herbaceous 7 of 8	EXA_1754_P_212_REV A Planting Plan Shrubs + Herbaceous 8 of 8
EXA_1754_P_213_REV A Planting Plan Bulbs + Hedges 1 of 6	EXA_1754_P_214_REV A Planting Plan Bulbs + Hedges 2 of 6
EXA_1754_P_215_REV A Planting Plan Bulbs + Hedges 3 of 6	EXA_1754_P_216_REV A Planting Plan Bulbs + Hedges 4 of 6
EXA_1754_P_217_REV A Planting Plan Bulbs + Hedges 5 of 6	EXA_1754_P_218_REV B Planting Plan Bulbs + Hedges 6 of 6
EXA_1754_P_221_REV B Planting Plan Schedule 1 of 2	EXA_1754_P_222_REV B Planting Plan Schedule 2 of 2
ExA_1754_P_500_REV A Typical Sections and Elevations	ExA_1754_P_230_REV A Planting Plan Level 09 Trees
ExA_1754_P_231_REV A Planting Plan Level 09 Shrubs + Herbaceous	
Supporting documents	
Title	Date
Cover Letter	April 2019
Revised Planning Application Form	April 2019
CIL Form	April 2019
Environmental Statement Non-Technical Summary	June 2018
Environmental Statement Volume I (Main Report)	June 2018
Environmental Statement Volume II (Townscape, Visual and Heritage Impact Assessment)	June 2018
Environmental Statement Volume III (Technical Appendices)	June 2018
Addendum Environmental Statement Non-Technical Summary	April 2019
Addendum Environmental Statement Volume I (Main Report)	April 2019
Addendum Environmental Statement Volume II (Townscape, Visual and Heritage Impact Assessment)	April 2019
Addendum Environmental Statement Volume III (Technical Appendices)	April 2019

Design and Access Statement	June 2018
Design and Access Statement Addendum	April 2019
Planning Statement	June 2018
Waste Management Strategy	April 2019
Internal Daylight Assessment	June 2018
Internal Daylight Assessment Addendum	April 2019
Energy Statement	June 2018
Energy Statement Addendum	April 2019
Transport Assessment	April 2019
Basement Construction Method Statement Letter of Conformity	April 2019
Flood Risk Assessment Letter of Conformity	April 2019
Hotel Market Overview Report	June 2018
Basement Impact Assessment	June 2018
Draft Open Space Management Plan	June 2019
Statement of Community Involvement	June 2018
Sustainability Statement	June 2018
Arboriculture Assessment	June 2018

Reason: For the avoidance of doubt and in the interests of proper planning and so as to ensure that the development is carried out fully in accordance with the application as assessed in accordance with Local Plan Policies and Policy 1.1 of the London Plan (2016).

3. Approval of Materials and Detailing

No development shall commence (save for demolition, below ground works and temporary works) until full particulars of the following shall have been submitted to (with material samples provided on site where appropriate) and approved in writing by the Local Planning Authority and the development shall not be completed otherwise than in accordance with the details so approved, and so maintained thereafter:

- a. Samples, including sample panels, provided and retained for inspection on site showing the main material finishes for the windows, doors, louvres and other metalwork for (1) residential building, (2) podium, and (3) towers;
- b. Samples, including sample panel provided and retained for inspection on site of precast stonework for the elevations, confirming quality and finish of precast stone, unit size, mortar and pointing, and joints between panels;
- c. Details of the hotel conservatory;
- d. Details of winter gardens to podium building and to residential building showing glazing, fixings, reveals and appropriate finishes of internal walls and soffit;
- e. Details of typical window openings (including side panels, ventilation, reveals);
- f. Details of balustrades to Juliet balconies and terraces at upper floor levels;
- g. Details of plant, lift overrun, screening and enclosures at all roof levels;
- h. Detailed finishes of soffits to building cantilevers;
- i. Details of any lighting to the external facades, including the porte-cochere;
- j. Details of the screening to the rooftop plant rooms.
- k. Details of green walls and green roofs to residential building showing build-up and species;
- l. Details and sample of glass fins with fritted metalwork on the east and west elevations.

All details should be submitted at 1:10 or 1:20 scale.

Reason: To ensure a satisfactory standard of external appearance, in accordance with RBKC Consolidated Local Plan Policy CL2 and London Plan Policy 7.6.

It is necessary to deal with these matters by approval of details, as the detailed information was not available for consideration as part of the planning application submission.

4. Garden Square Design Details

Notwithstanding Condition 2, no development shall commencement until full particulars of the following shall have been submitted to (with material samples provided on site where appropriate) and approved in writing by the Local Planning Authority and the development shall not be completed otherwise than in accordance with the details so approved, and so maintained thereafter:

- a. Railings, low plinth walls, gates (to be inward opening), and thresholds to the garden square (to be traditionally designed);
- b. Entranceway and landscaping to garden square to incorporate arrangements for level access at entry points;
- c. Seating, bins, CCTV, lighting and any other structures or furniture;
- d. Design of pavilion structure including roof and drainage details, picture window opening, fountain and seating, and any lighting;
- e. Design of new public art and any associated plinth and lighting; and
- f. provision for maintaining public access.

All details should be submitted at a scale of 1:5 or 1:20 or as appropriate.

Reason: To accord with the development plan by ensuring these elements: are

of the highest architectural and urban design quality, maintain the architectural and landscape quality of the scheme, and contribute positively to the townscape. To accord with policies CR5, CR6, CL1, CL2 and CL11 of the Consolidated Local Plan and London Plan Policies 7.5 and 7.6.

It is necessary to deal with these matters by approval of details, as the detailed information was not available for consideration as part of the planning application submission.

5. Ground Floor Design Details

Notwithstanding Condition 2, No development shall commence (save for demolition, below ground works and temporary works), until full particulars of the following shall have been submitted to (with material samples provided on site where appropriate) and approved in writing by the Local Planning Authority and the development shall not be completed otherwise than in accordance with the details so approved, and so maintained thereafter:

- a. Design of public realm works, including landscaping of porte-cochere onto Ashburn Place, drop-off forecourt/plaza on northwest corner, and area between residential front gardens and garden square on Courtfield Road;
- b. Details of entranceways (including doors and any surrounds and canopy structures) to (1) communal residential entrances, (2) hotel main entrance, (3) hotel foyer entrances (Ashburn Place and Gardens), (4) restaurant entrance onto Cromwell Road, and (5) servicing entrances, including car lift, service bay, substation, bin/bike stores and emergency egress;
- c. Details of curtain wall glazing and shop fronts to podium building, including joints at facade corners and any manifestations for DDA compliance, and showing visual transparency of foyer with views through from Ashburn Place to garden square;
- d. Railings and thresholds to the residential building which shall have an appropriate domestic finish and detailing; and
- e. Detailed elevation drawings at scale 1:20 of the treatment and finish of the ground floor residential block, including brickwork, windows and planting screens.

All details should be submitted at an appropriate scale.

Reason: To ensure a satisfactory standard of external appearance and high quality architecture, in accordance with RBKC Consolidated Local Plan Policy CL2 and London Plan Policy 7.6.

It is necessary to deal with these matters by approval of details, as the detailed information was not available for consideration as part of the planning application submission.

6. Serviced Apartments Restriction

The serviced apartments as shown on the approved drawings shall be used for the purpose of short-term sleeping accommodation only and shall not be used at any time as permanent residential accommodation, and each stay shall not exceed 90 days and nights.

Reason: To ensure that the proposed serviced apartments remain within hotel use class C1 in accordance with RBKC Consolidated Local Plan Policies CF8, CH1 and CH2 and London Plan Policy 4.5.

7. Demolition and Construction Traffic Management Plan

No development shall commence until a demolition and construction traffic management plan has been submitted to and approved in writing by the local planning authority. The statement should include:

- a. routing of demolition vehicles, including a response to existing or known projected major building works at other sites in the vicinity and local works in the highway;
- b. access arrangements to the site;
- c. the estimated number and type of vehicles per day/week;
- d. details of any vehicle holding area;
- e. details of the vehicle call up procedure;
- f. estimates for the number and type of parking suspensions that will be required;
- g. details of any diversion or other disruption to the public highway during preparation, demolition, excavation and construction work associated with the development;
- h. work programme and/or timescale for each phase of preparation and demolition work associated with the development;
- i. details of measures to protect pedestrians and other highway users from construction activities on the highway;
- j. a strategy for coordinating the connection of services on site with any programme work to utilities upon adjacent land; and,
- k. where works cannot be contained wholly within the site a plan should be submitted showing the site layout on the highway including extent of hoarding, position of nearby trees in the highway or adjacent gardens, pedestrian routes, parking bay suspensions and remaining road width for vehicle movements.

Reason: To minimise the impact of construction works upon highway safety and nearby residents' enjoyment of their properties in accordance with RBKC Basements SPD and Policies CL7, CT1 and CL5 of RBKC Consolidated Local Plan and London Plan Policies 7.15. The development shall be carried out in accordance with the approved Demolition Construction Plan, and as required by the Environmental Impact Assessment.

It is necessary to deal with these matters by approval of details, as the information was not available for consideration as part of the planning application submission.

8. Demolition and Construction Environmental Management and Logistics Plan

The development shall not commence until a demolition and construction management and logistics plan is submitted to and approved in writing by the Local Planning Authority in consultation with TfL. The demolition and construction works shall be carried out in accordance with the details approved.

The plan shall include specific details relating to the construction, logistics and management of all works associated with the proposed development and aim to minimise road vehicle movements, traffic congestion, pollution and adverse amenity impacts. It should be produced in accordance with TfL's latest Construction Logistics Plan Guidance. The plan should include:

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

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

Reason: To safeguard the amenity of adjacent residents, to ensure efficient and sustainable operation of the borough's highway system and to safeguard pedestrian and highway safety and to prevent or reduce air pollution during demolition and construction in accordance with Policies CL5, CL7, CT1 and CE6 of RBKC Consolidated Local Plan and London Plan Policies 6.14 and 7.14, and as required by the Environmental Impact Assessment.

It is necessary to deal with these matters by approval of details, as the detailed information was not available for consideration as part of the planning application submission.

9. Professional management of engineering works

No development shall commence until a Chartered Civil Engineer (MICE) or Chartered Structural Engineer (MI Struct.E) has been appointed to supervise the construction works throughout their duration and their appointment confirmed in writing to the Local Planning Authority. In the event that the appointed engineer ceases to perform that role for whatever reason before the construction works are completed those works will cease until a replacement chartered engineer of the afore-described qualification has been appointed to supervise their completion and their appointment confirmed in writing to the Local Planning Authority. At no time shall any construction work take place unless an engineer is at that time currently appointed and their appointment has been notified to the Local Planning Authority in accordance with this condition.

Reason: To safeguard the amenity of neighbouring residential properties and to comply with RBKC Basements SPD, Policy CL7 of the Consolidated Local Plan and London Plan Policy 7.15.

10. Site Waste Management Plan (SWMP)

No development shall commence until a SWMP has been submitted to and approved in writing by the local planning authority. The SWMP shall include the mitigation measures and monitoring commitments set out in Chapter 14 of the Environmental Statement – Volume 1. The development shall be carried out in accordance with the approved details.

Reason: In the interests of sustainable development, in with Policy CE3 of RBKC Consolidated Local Plan and London Plan Policy, and as required by the Environmental Impact Assessment.

It is necessary to deal with these matters by approval of details, as the detailed information was not available for consideration as part of the planning application submission.

11. No music audible outside

No music, musical instruments, or loudspeakers shall be played or used within the premises forming the subject of this permission so as to be audible outside the premises.

Reason: To safeguard the amenities of neighbouring residential properties and future occupiers of the development, in accordance with London Plan Policy 7.15 and Policy CL5 of RBKC Consolidated Local Plan.

12. Accessibility and Adaptable Dwellings

In accordance with the submitted accessibility statement 10% of the residential units shall be designed to Building Regulation standard M4(3), with the remaining 90% designed to Building Regulation standard M4(2). Prior to commencement of works on the superstructure, plans demonstrating which of the units will achieve these standards should be submitted to and approved in writing by the Local Planning

Authority. None of the specified units shall be occupied until Building Regulations approval has been issued certifying that these criteria have been achieved in respect of those units.

Reason: To ensure that the proposed development meets the Council's Standards for the provision of wheelchair accessible dwellings in accordance with RBKC Consolidated Local Plan Policy CH2 and Policy 3.8 of the London Plan.

It is necessary to deal with these matters by approval of details, as the detailed information was not available for consideration as part of the planning application submission.

13. Accessibility – Visitor Accommodation

At least 10% of the hotel rooms and serviced apartments shall be wheelchair accessible and designed to the standards required by Building Regulations Approved Document M Vol 2. Prior to commencement of works on the superstructure, plans demonstrating which of the units will achieve these standards should be submitted to and approved in writing by the Local Planning Authority. None of the specified units shall be occupied until Building Regulations approval has been issued certifying that these criteria have been achieved in respect of those units.

Reason: To ensure that the proposed development meets the Council's Standards for the provision of wheelchair accessible visitor accommodation in accordance with London Plan Policy 4.5.

It is necessary to deal with these matters by approval of details, as the detailed information was not available for consideration as part of the planning application submission.

14. Events and Non-Events Management Plan

The development shall not be occupied until an events and non-events management plan (EMP) has been submitted and approved in writing by the Local Planning Authority. The use shall be carried out in accordance with the approved Events and Non-Events Management Plan at all times thereafter.

Reason: To ensure the delivery of adequate pick-up/drop-off facilities for the development at peak times and during events and non-events, thereby minimising the impact of hotel operations upon highway safety and nearby residents' enjoyment of their properties in accordance with RBKC Consolidated Local Plan Policies CT1 and CL5 and London Plan Policies 6.3, 6.11, 6.12 and 7.15.

It is necessary to deal with these matters by approval of details, as the detailed information was not available for consideration as part of the planning application submission.

15. Car Parking Management Plan

Prior to the first occupation of the development, a car parking management plan shall be submitted to and approved in writing by the relevant Local Planning

Authority, in consultation with Transport for London, and must include at least the following details:

- a. The proposed allocation of and arrangements for the management of disabled parking bays serving the residential development;
- b. the proposed allocation of and arrangements for the management of parking, including disabled parking bays, for the visitor accommodation development; and
- c. the safety and security measures to be incorporated within the development to ensure the safety of car parking areas.

the car parking shall be provided and managed in accordance with the approved strategy for the life of the development.

Reason: Car parking management must be identified prior to occupation to ensure that sufficient off-street parking areas are provided and appropriately allocated and not to prejudice the free flow of traffic or conditions of general safety along the adjoining highway in accordance with RBKC Consolidated Local Plan Policy CT1 and London Plan Policy 6.1 and 6.13.

It is necessary to deal with these matters by approval of details, as the detailed information was not available for consideration as part of the planning application submission.

16. Delivery and Servicing Management Plan (DSP)

Prior to the occupation of the development a final delivery and servicing management plan (including hours of servicing) shall be submitted to, and approved in writing by the local planning authority and the development shall not be occupied and serviced other than in accordance with the details so approved, and so maintained thereafter.

Reason: In the interest of highway safety in accordance with RBKC Consolidated Local Plan Policy CR7, CT1 and CL5 and London Plan Policies Policy 6.14.

It is necessary to deal with these matters by approval of details, as the information was not available for consideration as part of the planning application submission.

17. Occupier Cycle Parking

Prior to occupation of the development, details of long-stay cycle parking, including space for adaptable cycles and mobility scooters, as well as cyclist changing facilities, shall be submitted to and approved in writing by the relevant Local Planning Authority, in consultation with Transport for London. The scheme shall be implemented in accordance with the approved details and shall be permanently retained thereafter and the cycle facilities used for no other purpose.

Reason: In order to encourage the use of cycling as a sustainable mode of transport, in accordance with RBKC Consolidated Local Plan Policy CT1 and Policy 6.9 of the London Plan.

It is necessary to deal with these matters by approval of details, as the details were not available for consideration as part of the planning application submission.

18. Visitor Cycle Parking

Prior to occupation of the development, details of short-stay cycle parking, including the design and placement, shall be submitted to and approved in writing by the relevant Local Planning Authority, in consultation with Transport for London. The scheme shall be implemented in accordance with the approved details and shall be permanently retained thereafter and the cycle parking used for no other purpose.

Reason: In order to encourage the use of cycling as a sustainable mode of transport, in accordance with RBKC Consolidated Local Plan Policy CT1 and Policy 6.9 of the London Plan.

It is necessary to deal with these matters by approval of details, as the details were not available for consideration as part of the planning application submission.

19. Travel Plan

Within 3 months of occupation of the development, a final Framework travel plan shall be submitted to and approved in writing by the local planning authority and the development shall not be completed and the use carried out otherwise than in accordance with the details so approved, and so maintained thereafter.

Reason: In order to encourage the use of cycling as a sustainable mode of transport, in accordance with RBKC Consolidated Local Plan Policy BR10, Policy CP10 and DC35 and London Plan Policy 6.1 and 6.9.

It is necessary to deal with these matters by approval of details, as the details were not available for consideration as part of the planning application submission.

20. Electric Vehicle Charging Points

Details of electric vehicle charging points, to ensure 100% active provision, shall be submitted to and approved, in writing, by the Local Planning Authority. The charging points shall be installed prior to occupation of any part of the development, and retained permanently thereafter unless otherwise approved, in writing, by the Local Planning Authority.

Reason: In order to encourage the use of cycling as a sustainable mode of transport, in accordance with RBKC Consolidated Local Plan Policy CT1 and Policy 6.13 of the London Plan.

It is necessary to deal with these matters by approval of details, as the details were not available for consideration as part of the planning application submission.

21. Flood Risk Assessment and Drainage Strategy

No development (save for demolition, below ground works and temporary works) shall commence until a revised flood risk assessment and drainage strategy has been submitted to and approved in writing by the local planning authority. The assessment/strategy should include:

- a. The specification and location of suitable pump devices to protect the development against sewer flooding;
- b. Confirmation that the basement levels would be suitably waterproofed to stop groundwater ingress;
- c. Further information about the proposed SuDS, their structure, specification, maintenance and final details, including profile drawings;
- d. Confirmation that the proposed mitigation measures to reduce any flooding from surface water will be implemented:
 1. The re-profiling of the site layout to direct overland flows towards the
 2. proposed SuDS;
 3. The access for the homes to be set to a minimum of 8m AOD and to 7.5m AOD for the external site around the hotel; and
 4. The reduction/slowing of surface water run-off rates through SuDS.
- e. An explanation of how the 5l/s discharge rate would be achieved; and
- f. Confirmation/agreement from Thames Water regarding the acceptability of the proposed total discharge rate (surface water and foul flows) into the combined sewer.

Reason: To reduce the risk of flooding to the proposed development and future occupants, in accordance with Policy CE2 of RBKC Consolidated Local Plan and London Plan Policy 5.12, and as required by the Environmental Impact Assessment.

It is necessary to deal with these matters by approval of details, as the details were not available for consideration as part of the planning application submission.

22. Landscaping, public realm, play space and boundary treatments

A landscaping and public realm scheme for the public and private areas in the development shall be submitted to and approved in writing by the Local Planning Authority, prior to any above ground works.

The detailed plan shall include the following details:

- a. The overall layout, including extent, type of hard and soft landscaping and proposed levels or contours;
- b. the location, species and sizes of proposed trees and tree pit design
- c. details of soft plantings, including any grassed/turfed areas, shrubs and herbaceous areas;
- d. enclosures including type, dimensions and treatments of any walls, fences, screen walls, barriers, railings and hedges;
- e. hard landscaping, including ground surface materials, kerbs, edges, ridge and flexible pavements, unit paving, steps and if applicable, any synthetic surfaces;
- f. street furniture, including type, materials and manufacturer's specification, if appropriate;
- g. details of children's play space equipment and structures, including key dimensions, materials and manufacturer's spec if appropriate;
- h. details of the residential terrace shown at level 09, including the layout, finishes, materials, planting, barriers, lighting, seating and any other furniture;

- i. any other landscaping features forming part of the scheme, including amenity spaces;
- j. a statement setting out how the landscape and public realm strategy provides for disabled access, ensuring equality of access for all, including children, seniors, wheelchairs users and people with visual impairment or limited mobility; and,
- k. a wayfinding and signage strategy.

All landscaping in accordance with the approved scheme shall be completed/planted during the first planting season following practical completion of the development. The landscaping and tree planting shall have a two-year maintenance/watering provision following planting and any trees or shrubs which die within five years of completion of the development shall be replaced with the same species or an approved alternative, to the satisfaction of the Local Planning Authority.

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

Reason: In the interest of biodiversity, sustainability, and to ensure that the landscaping is of high design quality and provides satisfactory standards of visual amenity in accordance with RBKC Consolidated Local Plan Policy CR2 and BR3 and London Plan Policy 7.3, 7.4 and 7.5.

It is necessary to deal with these matters by approval of details, as the details were not available for consideration as part of the planning application submission.

23. Protection of Trees

- a. No development shall commence until full particulars of the method(s) by which all existing trees on the site and adjacent land are to be protected during site preparation, demolition, construction, landscaping, and other operations on the site including erection of hoardings, site cabins, or other temporary structures, shall be submitted to and approved in writing by the local planning authority and the development shall be carried out only in accordance with the details so approved.
- b. Prior to the commencement of work, a pre-commencement meeting shall be held on site and attended by the developer's appointed arboriculture consultant, the manager/foreman, and a representative from the Local Planning Authority (LPA) to discuss details of the working procedures and agree either the precise position of the approved tree protection measures to be installed OR that all tree protection measures have been installed in accordance with the approved tree protection plan.
- c. Prior to commencement of the development (including any ground clearance, tree works, demolition or construction), details of all tree protection monitoring and site supervision by a suitably qualified tree specialist, who will submit written reports back to the Local Authority Tree Officer at intervals agreed in writing, shall be submitted to and approved in writing by the Local Planning Authority.

- d. For the duration of works the tree(s) existing on the site at the date of this permission shall be protected so as to prevent damage above and below ground, and no tree shall be lopped, topped, or felled, or root pruned, without the prior written approval of the local planning authority.

The development thereafter shall be implemented in strict accordance with the approved details.

Reason: To safeguard the health of existing trees which represent an important amenity feature in accordance with RBKC Consolidated Local Plan CR6 and London Plan Policy 7.21.

It is necessary to deal with these matters by approval of details, as the details were not available for consideration as part of the planning application submission.

24. Refuse Storage and Segregation for Recycling

There shall be no occupation of the development until the refuse and recycling storage facilities indicated on the approved plans have been fully implemented and made available for immediate use. The facilities shall thereafter be retained for use at all times.

Reason: To protect the amenity of future occupiers and adjoining occupiers and to ensure satisfactory provision for waste storage and management in accordance with RBKC Consolidated Local Plan Policy CL5 and CE5 and London Plan Policy 5.16.

25. Carbon Reduction- Residential

The residential component of the development hereby permitted shall be carbon zero with a minimum 35% reduction in carbon dioxide emissions over Part L of the Building Regulations (2013) secured on site. Where the minimum reduction is not met, a Carbon Offset Payment shall be required and payable to the relevant Council. A certificated Post Construction Review, or other verification process agreed with the Local Planning Authority, shall be provided, confirming that the agreed standards have been met.

Reason: To ensure compliance with the proposed energy strategy in accordance with RBKC Consolidated Local Plan Policy CE2 and London Plan Policy 5.2.

26. Carbon Reduction- Non-Residential

The non-residential component of the development hereby permitted shall achieve as a minimum a 35% reduction in carbon dioxide emissions over Part L of the Building Regulations (2013). Where the minimum reduction is not met, a Carbon Offset Payment shall be required and payable to the relevant Council.

Reason: To ensure compliance with the proposed energy strategy in accordance with RBKC Consolidated Local Plan Policy CE2 and London Plan Policy 5.2.

27. BREEAM

The non-residential component of the development hereby permitted shall achieve a minimum BREEAM rating of Excellent. Each building forming part of the permission shall obtain a Post Construction Review Certificate certifying that a BREEAM rating of Excellent has been achieved within three months of first occupation.

Reason: To ensure that the proposed development is constructed in an environmentally sustainable manner and in accordance with RBKC Consolidated Local Plan Policy CE1 and London Plan Policies 5.2.

28. Water Efficiency

The development shall achieve an internal residential water use below 105L/person/day. Prior to first occupation of the building(s) evidence (schedule of fittings and manufacturer's literature) should be submitted to the Local Planning Authority and approved in writing to show that the development has been constructed in accordance with the approved internal water use calculations.

Reason: In the interests of sustainable development and in accordance with London Plan Policies 5.3 and 5.15 and RBKC Consolidated Local Plan Policy CE1, and as required by the Environmental Impact Assessment.

It is necessary to deal with these matters by approval of details, as the details were not available for consideration as part of the planning application submission.

29. Compliance with Energy Strategy

Within three months of first occupation, a certificated Post Construction Review, or other verification process agreed with the Local Planning Authority, shall be provided, to demonstrate that the agreed standards set out in the Energy Strategy (April 2019) (or any relevant revised Strategy or Energy Addendum that has been approved by the relevant Local Planning Authority, where appropriate) have been met. The communal heating system shall be designed to permit a future connection to a District Heat Network should a feasible and viable connection become available in the future.

Reason: To ensure satisfactory compliance with the approved energy strategy, in accordance with RBKC Consolidated Local Plan Policy CE1 and London Plan Policy 5.2.

It is necessary to deal with these matters by approval of details, as the details were not available for consideration as part of the planning application submission.

30. Vegetation Clearance

There shall be no vegetation clearance or tree works on any phase during the bird breeding season (March to August inclusive). If this is not possible the vegetation should be surveyed immediately prior to removal by a suitably qualified ecologist. If active nests/ nesting birds are present, the relevant works must be delayed until the chicks have left the nest. If nesting birds are found, a strategy to protect them must

be submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in accordance with the approved details.

Reason: In order to preserve and enhance the Borough's natural environment and to comply with RBKC Consolidated Local Plan Policies CE4, CR5 and CR6 and London Plan Policies 7.19 and 7.21, and as required by the Environmental Impact Assessment.

It is necessary to deal with these matters by approval of details, as the details were not available for consideration as part of the planning application submission.

31. Biodiversity enhancement plan

Prior to occupation, details of the ecological enhancements as outlined in chapter 4 of the Environmental Statement and in the Sustainability Statement, shall be submitted to and approved, in writing, by the Local Planning Authority prior to occupation of the relevant building. The approved roosting provisions shall be implemented in full and thereafter permanently maintained unless otherwise agreed in writing with the local planning authority.

Reason: In the interests of ecology and habitat preservation and enhancement, in accordance with London Plan Policy 7.19 and RBKC Consolidate Local Plan Policy CE4, and as required by the Environmental Impact Assessment.

It is necessary to deal with these matters by approval of details, as the details were not available for consideration as part of the planning application submission.

32. Fire safety

The development permitted by this planning permission shall be carried out in accordance with the Fire Strategy set out in Section 8.6 of the Design and Access Statement 2018.

Reason: In order to provide a safe and secure development in accordance with RBKC Consolidated Local Plan Policy CL2 and to minimise the risk of fire and the risk of loss of life due to any fire, in accordance with the draft London Plan Policy D11.

33. Air Quality – Boilers and CHP

Development shall not proceed above ground floor slab level unless and until details of boilers and CHP plant to be installed within the development are submitted and approved in writing by the Local Planning Authority. The details shall include measures to ensure that this plant and equipment meets relevant standards for air quality, including post-installation testing. The development shall be carried out in accordance with the approved details and thereafter retained.

Reason: To protect the amenities and health of the occupiers of the building and neighbouring occupiers, in accordance with Policy CE5 of RBKC Consolidated Local

Plan and London Plan Policy 7.14, and as required by the Environmental Impact Assessment.

It is necessary to deal with these matters by approval of details, as the details were not available for consideration as part of the planning application submission.

34. Noise and Air Quality – internal residential environment

Prior to the commencement of development above ground floor slab level, details of the built fabric and ventilation strategy within the scheme to ensure:

- a. the approved residential units are insulated against external noise which achieves internal noise levels which do not exceed the guidelines values contained in table 4 of BS 8233:2014;
- b. the approved residential units are insulated by noise insulation measures of the C1 uses to provide effective resistance to the transmission of airborne and impact sound horizontally and/or vertically between those uses; and,
- c. that future occupiers of the residential units are protected from poor air quality.

Shall be submitted to and approved, in writing, by the Local Planning Authority.

The approved measures shall be installed prior to the occupation of the residential units and thereafter retained

Reason: To protect the amenity of existing and future adjoining occupiers, in accordance with RBKC Consolidated Local Plan Policy CL5 and CH2 and London Plan Policy 7.15, and as required by the Environmental Impact Assessment.

It is necessary to deal with these matters by approval of details, as the details were not available for consideration as part of the planning application submission.

35. Noise and Vibration Monitoring Programme

No development shall commence until a noise and vibration monitoring programme (in compliance with BS:5228-1:2009+A1:2014) has been submitted to and approved in writing by the Local planning Authority. The works shall be carried out and monitored in accordance with the approved details.

Reason: to ensure that sensitive receptors are monitored throughout the demolition and construction works and properly managed, in accordance with policies CL5 and CE6 of the Consolidated Local Plan and London Plan Policy 7.15, and as required by the Environmental Impact Assessment.

It is necessary to deal with these matters by approval of details, as the details were not available for consideration as part of the planning application submission.

36. Vibration and Regenerated Noise Control (1)

Vibration Dose Values, (VDV's), as defined in BS 6472-1:2008, shall not exceed those of Table 1 of BS 6472-1:2008. The measured or calculated VDV's, generated as a result of vibration affecting the development site shall be adjusted as necessary to allow for transfer functions from the ground to the foundations and to upper floors of the proposed development. Where it is predicted that VDV's will exceed those of Table 1, at any floor, then proposals to mitigate vibration to acceptable levels shall be submitted to and agreed in writing by the Local Planning Authority prior to the commencement of development (save for demolition, below ground works and temporary works).

Reason: To ensure a satisfactory standard of accommodation, compliant with policy CL5, CE6 and CH2 of the Consolidated Local Plan and London Plan Policy 7.15, and as required by the Environmental Impact Assessment.

It is necessary to deal with these matters by approval of details, as the details were not available for consideration as part of the planning application submission.

37. Vibration and Regenerated Noise Control (2)

Re-radiated noise generated within the development, as a result of vibration affecting the site, shall not exceed 35dB_LA_{max}(s). Where it is predicted that noise from this source will exceed 35dB_LA_{max}(s) then proposals to mitigate re-radiated noise to acceptable levels shall be submitted to and agreed in writing by the Local Planning Authority prior to the commencement of development (save for demolition, below ground works and temporary works).

Reason: To ensure a satisfactory standard of accommodation, compliant with policy CL5, CE6 and CH2 of the Consolidated Local Plan and London Plan Policy 7.15, and as required by the Environmental Impact Assessment.

It is necessary to deal with these matters by approval of details, as the details were not available for consideration as part of the planning application submission.

38. Noise fixed plant (1)

Prior to the occupation of any part of the development, details of any plant and machinery to be installed on that part of the building (including mechanical ventilation), including measures to reduce the impact of such installations on the amenities of residential properties by way of noise, vibration and odour (including anti-vibration mounts), are submitted to and approved in writing by the Local Planning Authority. The details shall include a noise assessment to demonstrate that the plant and associated equipment shall be designed in accordance with BS4142 to achieve a level of 10db below the lowest level measured background noise, as measured one metre from the nearest affected openable window of the nearest habitable room at the date of this permission being granted.

Reason: To safeguard the amenities of neighbouring residential properties and future occupiers of the development, in accordance with London Plan Policy 7.15

and Policy CL5 of RBKC Consolidated Local Plan, and as required by the Environmental Impact Assessment.

It is necessary to deal with these matters by approval of details, as the detailed information was not available for consideration as part of the planning application submission.

39. Noise fixed plant (2)

Prior to the occupation of the development a building services plant noise assessment report shall be submitted to and approved in writing by the Local Planning Authority. The report shall show how installed building services plant will comply with Condition 38 and the Building Services Plant Noise Limits in Table 8.19 of Chapter 8 of the Environmental Statement.

Reason: To prevent any significant disturbance to residents of nearby properties and comply with development plan policies, in particular policy CL5 of the Consolidated Local Plan and London Plan Policy 7.15, and as required by the Environmental Impact Assessment..

It is necessary to deal with these matters by approval of details, as the detailed information was not available for consideration as part of the planning application submission.

40. Acoustic Report for Conference Spaces

Prior to the occupation of the development an acoustic report of an assessment showing that noise breakout from the conferencing and function spaces will comply with the noise breakout criteria of section 8.40 of Chapter 8 of the Environmental Statement shall be submitted to and approved in writing by the Local Planning Authority. The development shall be completed and the use carried out in accordance with the approved details.

Reason: To prevent any significant disturbance to residents of nearby properties and comply with development plan policies, in particular policy CL5 of the Consolidated Local Plan and London Plan Policy 7.15, and as required by the Environmental Impact Assessment.

It is necessary to deal with these matters by approval of details, as the detailed information was not available for consideration as part of the planning application submission.

41. Combustion Plant – Pre-Installation

Prior to installation of any combustion plant evidence must be submitted to and approved in writing by the local planning authority which shows that any chimney stack/flue will be located so that it is away from ventilation intakes or accessible areas and at a sufficient height and discharge velocity to disperse the exhaust emissions. The boilers shall have NO_x emissions rates of less than 40mg/kWh NO_x and CHP should have an emission limit of no less than 95mg/Nm³ NO_x (at 5% O₂) or as reported in the submitted air quality assessment.

Reason: To comply with the requirements of the NPPF and policy CE5 of the Consolidated Local Plan in ensuring that impact upon air quality in the area is minimised, in accordance with the London Councils 'Air Quality and Planning Guidance' recommended format and 7.14 a and c of the London Plan.

It is necessary to deal with these matters by approval of details, as the detailed information was not available for consideration as part of the planning application submission.

42. Combustion Plant – Prior to Occupation

Prior to occupation, no energy centre shall come into use without evidence being submitted to and approved in writing by the local planning authority of the emissions of the energy centre. The boilers shall have NO_x emissions rate of less than 40mg/kWh NO_x and CHP should have an emission limit of no less than 95mg/Nm³ NO_x (at 5% O₂) or as reported in the submitted air quality assessment. The test certificate and evidence of equipment maintenance schedule and agreement must also be submitted to and approved in writing by the local planning authority.

Reason: To comply with the requirements of the NPPF and policy CE5 of the Consolidated Local Plan in ensuring that impact upon air quality in the area is minimised, in accordance with the London Councils 'Air Quality and Planning Guidance' recommended format and 7.14 a and c of the London Plan.

It is necessary to deal with these matters by approval of details, as the detailed information was not available for consideration as part of the planning application submission.

43. Combustion Plant Agreement with AQ Assessment

All combustion plant required to generate, heating/hot water and onsite electrical power to the use shall be installed in accordance with Annex 9 of the submitted air quality assessment. Any changes to the proposed scheme in this regard shall only be implemented following written approval by the local planning authority.

Reason: To comply with the requirements of the NPPF and policy CE5 of the Consolidated Local Plan in ensuring that impact upon air quality in the area is minimised, in accordance with the London Councils 'Air Quality and Planning Guidance' recommended format and 7.14 a and c of the London Plan.

It is necessary to deal with these matters by approval of details, as the detailed information was not available for consideration as part of the planning application submission.

44. External lighting and security

Notwithstanding the plans hereby approved, details of: CCTV; general external lighting; security lighting; access control measures for residential core entrance; and,

Secured by Design accreditation measures and counter terrorism measures, on or around the buildings or within the public realm in the development shall be submitted to and approved in writing by the Local Planning Authority and installed prior to the first occupation of the development. The details shall include the location and full specification of all lamps; light levels/spill; illumination; cameras (including view paths); and support structures. The details shall also include an assessment of the impact of any such lighting on the surrounding residential environment. The development shall be carried out strictly in accordance with the details so approved and shall be maintained as such thereafter.

Reason: To safeguard the security of the development and to ensure that any resulting general or security lighting and CCTV are appropriately located, designed to not adversely impact on neighbouring residential amenity or ecology, and are appropriate to the overall design of the development in accordance with Policies 7.3, 7.4, 7.6 and 7.19 of the London Plan, RBKC Designing Out Crime SPD and Policies CL1, CL2 and CE4 of RBKC Consolidated Local Plan, and as required by the Environmental Impact Assessment.

It is necessary to deal with these matters by approval of details, as the information was not available for consideration as part of the planning application submission.

45. Thames Water - wastewater capacity

No properties shall be occupied until confirmation has been submitted to and approved in writing by the Local Planning Authority that either: all combined water network upgrades required to accommodate the additional flows from the development have been completed; or - a housing and infrastructure phasing plan has been agreed with Thames Water to allow additional properties to be occupied. Where a housing and infrastructure phasing plan is agreed no occupation shall take place other than in accordance with the agreed housing and infrastructure phasing plan.

Reason: To ensure that the wastewater infrastructure has sufficient capacity to accommodate the additional demand in accordance with RBKC Consolidated Local Plan Policies CE1 and CE2, London Plan Policies 5.13, 5.14, 5.15 and to ensure accordance with the Flood and Water Management Act 2010.

It is necessary to deal with these matters by approval of details, as the details were not available for consideration as part of the planning application submission.

46. Thames Water – water supply

No properties shall be occupied until confirmation has been provided that either: all water network upgrades required to accommodate the additional flows from the development have been completed; or - a housing and infrastructure phasing plan has been agreed with Thames Water to allow additional properties to be occupied. Where a housing and infrastructure phasing plan is agreed no occupation shall take place other than in accordance with the agreed housing and infrastructure phasing plan.

Reason: To ensure that the water supply infrastructure has sufficient capacity to accommodate the additional demand in accordance with RBKC Consolidated Local Plan Policies CE1 and CE2, London Plan Policies 5.13, 5.14, 5.15 and to ensure accordance with the Flood and Water Management Act 2010.

It is necessary to deal with these matters by approval of details, as the details were not available for consideration as part of the planning application submission.

47. Thames Water – Magnitude of Development

No development shall commence (save for demolition, below ground works and temporary works) until an integrated water management strategy detailing: what infrastructure is required, where it is required, when it is required (phasing), and how it will be delivered, has been submitted to and approved in writing by the local planning authority in consultation with the water undertaker. The development shall only be occupied in line with the recommendations of the strategy.

Reason: To ensure that the water supply infrastructure has sufficient capacity to accommodate the additional demand in accordance with RBKC Consolidated Local Plan Policies CE1 and CE2, London Plan Policies 5.13, 5.14, 5.15 and to ensure accordance with the Flood and Water Management Act 2010.

It is necessary to deal with these matters by approval of details, as the details were not available for consideration as part of the planning application submission.

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

Information detailing how the developer intends to divert the asset / align the development, so as to prevent the potential for damage to subsurface potable water infrastructure, must be submitted to and approved in writing by the local planning authority in consultation with Thames Water prior to commencement of development (save for demolition). Any construction must be undertaken in accordance with the terms of the approved information. Unrestricted access must be available at all times for the maintenance and repair of the asset during and after the construction works.

Reason: To protect underground strategic water main utility infrastructure in accordance with Policy 5.14 of the London Plan, as the proposed works will be in close proximity to underground water utility infrastructure and piling has the potential to impact on local underground water utility infrastructure.

It is necessary to deal with these matters by approval of details, as the details were not available for consideration as part of the planning application submission.

49. Thames Water – Piling Method Statement

No piling shall take place until a piling method statement detailing the depth, type of piling, methodology including measures to prevent and minimise the potential for damage to subsurface sewerage infrastructure and the programme for the works, has been submitted to and approved in writing by the Local Planning Authority in

consultation with Thames Water. The development shall be carried out in accordance with the approved details.

Reason: Piling methodology must be identified prior to the commencement of development to ensure the early warning of flood events and reduce the risk of flooding to future occupants in accordance with RBKC Consolidated Local Plan CE2 and London Plan Policy 5.13, and as required by the Environmental Impact Assessment.

It is necessary to deal with these matters by approval of details, as the detailed information was not available for consideration as part of the planning application submission.

50. Contaminated Land - Preliminary Report

No development shall commence until a Preliminary Risk Assessment Report comprising:

- (i) a desktop study which identifies all current and previous uses at the site and surrounding area as well as the potential contaminants associated with those uses;
 - (ii) information from site inspection;
 - (iii) a conceptual model indicating potential pollutant linkages between sources, pathways and receptors, including those in the surrounding area and those planned at the site; and
 - (iv) a qualitative risk assessment of any potentially unacceptable risks arising from the identified pollutant linkages to human health, controlled waters and the wider environment including ecological receptors and building materials
- has been prepared in accordance with CLR 11: Model Procedures for the Management of Land Contamination (Defra 2004) or the current UK requirements for sampling and testing,

Reason: To ensure any risks from land contamination are minimised, and comply with the NPPF and development plan policies, in particular policy CE7 of the Consolidated Local Plan and London Plan Policy 5.21, and as required by the Environmental Impact Assessment.

It is necessary to deal with these matters by approval of details, as the detailed information was not available for consideration as part of the planning application submission.

51. Contaminated Land – Site Investigation Scheme

No development shall commence until a Site Investigation Scheme has been prepared in accordance with CLR 11: Model Procedures for the Management of Land Contamination (Defra 2004) or the current UK requirements for sampling and testing, and has been submitted to, and approved in writing by, the local planning authority.

Reason: To ensure any risks from land contamination are minimised, and comply with the NPPF and development plan policies, in particular policy CE7 of the Consolidated Local Plan and London Plan Policy 5.21, and as required by the Environmental Impact Assessment.

It is necessary to deal with these matters by approval of details, as the detailed information was not available for consideration as part of the planning application submission.

52. Contaminated Land – Site Investigation and Quantitative Risk Assessment

No development (save for demolition) shall commence until a site investigation has been undertaken in compliance with the approved Site Investigation Scheme and a Quantitative Risk Assessment Report has been submitted to, and approved in writing by, the local planning authority.

Reason: To ensure any risks from land contamination are minimised, and comply with the NPPF and development plan policies, in particular policy CE7 of the Consolidated Local Plan and London Plan Policy 5.21, and as required by the Environmental Impact Assessment.

It is necessary to deal with these matters by approval of details, as the detailed information was not available for consideration as part of the planning application submission.

53. Contaminated Land – Remediation Method Statement

No development shall commence (save for demolition) until a Remediation Method Statement to address the results of the Site Investigation Scheme has been submitted to, and approved in writing by, the local planning authority.

Reason: To ensure any risks from land contamination are minimised, and comply with the NPPF and development plan policies, in particular policy CE7 of the Consolidated Local Plan and London Plan Policy 5.21, and as required by the Environmental Impact Assessment.

It is necessary to deal with these matters by approval of details, as the detailed information was not available for consideration as part of the planning application submission.

54. Contaminated Land – Verification Report

No development shall commence (save for demolition) until the approved Remediation Method Statement has been carried out in full and a Verification Report confirming:

- (i) completion of these works;
- (ii) details of the remediation works carried out;
- (iii) results of any verification sampling, testing or monitoring including the analysis of any imported soil;
- (iv) classification of waste, its treatment, movement and disposal;
- (v) and the validation of gas membrane placement.

has been submitted to, and approved in writing, by the local planning

authority.

Reason: To ensure any risks from land contamination are minimised, and comply with the NPPF and development plan policies, in particular policy CE7 of the Consolidated Local Plan and London Plan Policy 5.21, and as required by the Environmental Impact Assessment.

It is necessary to deal with these matters by approval of details, as the detailed information was not available for consideration as part of the planning application submission.

55. Contaminated Land – Unexpected

If during development, contamination not previously identified is found to be present at the site, development work shall cease and not be recommenced until a report indicating the nature of the contamination and how it is to be dealt with has been submitted to, and approved in writing by, the local planning authority. The approved measures shall be implemented in full.

Reason: To ensure any risks from land contamination are minimised, and comply with the NPPF and development plan policies, in particular policy CE7 of the Consolidated Local Plan and London Plan Policy 5.21, and as required by the Environmental Impact Assessment.

It is necessary to deal with these matters by approval of details, as the detailed information was not available for consideration as part of the planning application submission.

56. Contaminated Land – Long Term Monitoring

A: No development (save for demolition) shall commence until a Long-term Monitoring Methodology Report has been submitted to and approved in writing by the local planning authority where further monitoring is required past the completion of development works to verify the success of the remediation undertaken.

B: Upon completion of any such approved monitoring work, a Verification Report demonstrating that no residual adverse risks exist shall then be submitted to and approved in writing by the local planning authority.

Reason: To ensure any risks from land contamination are minimised, and comply with the NPPF and development plan policies, in particular policy CE7 of the Consolidated Local Plan and London Plan Policy 5.21, and as required by the Environmental Impact Assessment.

It is necessary to deal with these matters by approval of details, as the detailed information was not available for consideration as part of the planning application submission.

57. Remediation Scheme (enabling)

No development shall take place (following the risk assessment) where contamination is found which poses risks identified as unacceptable in the risk assessment, until a detailed remediation scheme shall have been submitted to and approved in writing by the relevant Local Planning Authority. If contamination is not found, no remediation scheme or verification report is required to be submitted. The scheme shall include an appraisal of remediation options, identification of the preferred option(s), the proposed remediation objectives and remediation criteria, and a description and programme of the works to be undertaken including the verification plan. The remediation scheme shall be sufficiently detailed and thorough to ensure that upon completion the site will not qualify as contaminated land under Part IIA of the Environmental Protection Act 1990 in relation to its intended use. The approved remediation scheme shall be carried out and upon completion a verification report by a suitably qualified contaminated land practitioner shall be submitted to and approved in writing by the local planning authority before the relevant phase of development is occupied.

Reason: Contamination must be identified prior to the commencement of development to ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors in accordance with RBKC Consolidated Local Plan Policy CE7 and London Plan Policy 5.21, and as required by the Environmental Impact Assessment.

It is necessary to deal with these matters by approval of details, as the detailed information was not available for consideration as part of the planning application submission.

58. Non-Road Mobile Plant and Machinery ("NRMM")

The development hereby permitted shall not commence until the developer/contractor has signed up to the NRMM register. Following sign-up, the following steps shall be undertaken:

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

Reason: To protect local amenity in accordance with RBKC Consolidated Local Plan Policy CE5 and Policies 5.3 and 7.14 of the London Plan, and as required by the Environmental Impact Assessment.

59. Ventilation

Prior to occupation of either the hotel or residential use a system of mechanical ventilation, with filtration to remove airborne pollutants, for receptor locations shall be submitted to and approved in writing by the Local Planning Authority. The

assessment should be supported with dispersion modelling and or onsite monitoring to predict facade concentrations at sensitive receptor locations and specify the ventilation requirements to ensure that the national Air Quality Objectives for Nitrogen Dioxide (NO₂) and Particulate Matter (PM₁₀) are not exceeded in receptor locations.

The approved system shall be installed before occupation of the residential accommodation. The system shall be checked and maintained in accordance with the manufacture's specification, filtration media replaced as necessary and an annual report submitted to the LPA for approval.

Reason: To comply with the requirements of Policy CE5 of RBKC Consolidated Local Plan and London Plan 7.14 in ensuring that impact upon air quality in the area is minimised, and as required by the Environmental Impact Assessment.

It is necessary to deal with these matters by approval of details, as the detailed information was not available for consideration as part of the planning application submission.

60. Design and Method statement

No development (save for demolition) shall commence until a detailed design and method statement for all of the foundations, basement and ground floor structures, or for any other structures below ground level, including piling (temporary and permanent), have been submitted to and approved in writing by the local planning authority which:

- a. provides details on all structures;
- b. provides details on the use of tall plant/scaffolding;
- c. accommodates the location of the existing London Underground structures;
- d. accommodates ground movement arising from the construction; and,
- e. mitigates the effects of noise and vibration arising from the adjoining operations within the structures.

Reason: To ensure that the development does not impact on existing London Underground transport infrastructure, in accordance with Table 6.1 of the London Plan and draft London Plan policy T3 and Land for Industry and Transport SPD.

It is necessary to deal with these matters by approval of details, as the detailed information was not available for consideration as part of the planning application submission.

61. Solar Glare

No development shall commence, except for demolition, below ground works and temporary works, until full details of the mitigation measures required to satisfactorily mitigate against solar glare are submitted and approved in writing by the Local Planning Authority. The development shall be carried out in accordance with the approved details and permanently retained thereafter.

Reason: To ensure that solar glare is kept to acceptable levels to protect local amenity and highway safety in accordance with RBKC Consolidated Local Plan Policy CL5 and Policy 7.6 of the London Plan, and as required by the Environmental Impact Assessment.

It is necessary to deal with these matters by approval of details, as the detailed information was not available for consideration as part of the planning application submission.

62. Wind mitigation measures

Prior to the commencement of the development above the ground floor slab, details of wind mitigation measures shall be submitted and approved by the Local Planning Authority. The measures shall be installed in accordance with the approved details prior to the first occupation, and retained as such, unless otherwise approved, in writing, by the Local Planning Authority.

Reason: To protect the amenity of future adjoining occupiers, in accordance with RBKC Consolidated Local Plan Policy CL5 and London Plan Policy 7.7, and as required by the Environmental Impact Assessment.

It is necessary to deal with these matters by approval of details, as the detailed information was not available for consideration as part of the planning application submission.

63. Retention of scheme architects

The existing architects or other such architects as approved in writing by the Local Authority, acting reasonably, shall undertake the detailed design of the project.

Reason: In order to retain the design quality of the development in the interest of the visual amenity of the area, in accordance with London Plan policies 7.4, 7.6 and 7.7 and RBKC Consolidated Local Plan Policy CL1, CL2 and CL12.

INFORMATIVES

INFORMATIVE 1: S106 Agreement

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

INFORMATIVE 2: RBKC Street Naming and Numbering

You are advised that naming and numbering requirements provided under the Towns Improvement Clauses Act 1847 and the Public Health Act of 1925 mean that that premises must display their street number, and that no name or number other than that formally assigned may be displayed. Any requests for the assignment of names and numbers to new development should be made to the Executive Director, Planning and Borough Development, Town Hall, Hornton Street, W8 7NX well in advance of the completion of the building.

INFORMATIVE 3: Advertisements

You are advised that any advertisements to be erected at the premises may require consent under the Control of Advertisement Regulations 2007. You are therefore advised to consult the Directorate of Planning and Borough Development.

INFORMATIVE 4: Construction Traffic Management Plan

You should engage with neighbours and local residents' associations in advance of submitting your Construction Traffic Management Plan (CTMP). It is also advisable to engage in further pre-application discussions with the Local Planning Authority prior to submission of the CTMP. You are reminded of the purpose of the CTMP, which is to mitigate impact upon the living conditions enjoyed by residents of neighbouring properties as well as to ensure the safe and unobstructed function of the highways in the vicinity. You are also reminded of the membership of the Considerate Constructors Scheme, required by condition and which has similar objectives. Care and sensitivity are required when carrying out development in residential areas.

INFORMATIVE 5: Stopping Up Order

You are advised that a Stopping Up Order, under Section 247 of the Town and Country Planning Act will be required to formally remove access across all land where the public are currently able to walk but would not be able to post-development. You are further advised that a Stopping Up Order will be required under the Highways Act where public access is no longer possible as a result of the revised building lines around the site. The applicant is advised to contact the Council's Highways department in this regard.

INFORMATIVE 5: Thames Water

You are advised of the comments made by Thames Water and should note that a Groundwater Risk Management Permit will be required for discharging groundwater into a public sewer.

INFORMATIVE 6: Lighting

You are advised that any development that encroaches onto watercourses has a potentially severe impact on their ecological value. Artificial lighting disrupts the natural diurnal rhythms of a range of wildlife using and inhabiting the river and its corridor habitat. From the documents currently submitted it's not clear what lighting arrangements are proposed. We would expect this information to be included alongside any planning application.

You are advised that light spill should be directed away from the river corridor outside the buffer zone, all artificial lighting should be directional - less than 4 lux and focused with cowlings (for more information see Institute of Lighting Professionals (formerly the Institute of Lighting Engineers) 'Guidance Notes for the Reduction of Obtrusive Light'. The existing light levels of the site should also be a consideration when designing the lighting strategy.

INFORMATIVE 7: Environmental Health – Gas

You are advised that by reference to the gas risk assessment presented in the Environmental Statement (ES) and the risk management advice presented in BS 8485:2015 the proposed pre-cast concrete floor construction specified in paragraph 4.3.7 of the ES is considered unlikely to provide adequate mitigation of the soil gas hazard.

INFORMATIVE 8: Deemed discharge

All conditions are exempt from deemed discharge under schedule 6 of The Town and Country Planning (Development Management Procedure) (England) Order 2015 as the development was subject to an Environmental Impact Assessment.

INFORMATIVE 9: Pre-commencement conditions:

The pre-commencement and pre-occupation conditions attached to this decision notice are considered necessary in order to safeguard the nature conservation interest of adjoining land, safeguard transport infrastructure and protect the amenities of existing residents, future occupiers and users of the proposed development and to ensure that the proposed development results in a sustainable and well-designed scheme.

Statement of positive and proactive action in dealing with the application

In dealing with this application, the Mayor, acting under delegated authority and as the Local Planning Authority, has expeditiously considered the application against all relevant national, regional and local planning policy, the Mayor has decided to grant planning permission in accordance with the recommendation within GLA Representation Hearing report GLA/4266/04. The Mayor has, therefore, worked in a positive, proactive and creative manner in relation to dealing with this planning application and application in accordance with the Town and Country Planning (Development Management Procedure) (England) (Amendment No. 2) Order 2015 and paragraph 38 of the National Planning Policy Framework. The proposal is considered to be a sustainable form of development and so complies with the provisions of the National Planning Policy Framework

Juliemma McLoughlin
Chief Planner

Notes:

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

SCHEDULE 3

Affordable Housing

The Owner covenants with the GLA and undertakes to the Council so as to bind its interest in the Land:

1. NOTIFICATION

1.1 To give no less than ten (10) Working Days' prior written notice of the intended date of (1) Commencement; and (2) Implementation of Development to the Council's Assistant Director of Strategic Planning, Regeneration and Transport and the GLA at the addresses stated on page 4 of this Deed (or such other address as the Council or the GLA shall have previously notified).

1.2 To give no less than three (3) calendar months' prior written notice of the anticipated date of Practical Completion of the Affordable Housing Units to the Council's Affordable Housing Liaison Coordinator and the GLA at the addresses stated on page 4 of this Deed (or such other address as the Council or the GLA shall have previously notified).

2. AFFORDABLE HOUSING PROVISION

To provide the Affordable Housing Units in accordance with the Affordable Housing Tenure and the remaining paragraphs of this Schedule 3.

3. AFFORDABLE HOUSING PROVISION

Not to Occupy the Affordable Housing Units for any purpose other than for London Affordable Rented Housing for the lifetime of the Development.

4. DELIVERY OF AFFORDABLE HOUSING

4.1 To provide:

4.1.1 the Wheelchair Accessible Units (which account for 10% of the Affordable Housing Units) as wheelchair user units in compliance with Building Regulation requirement M4(3) 'wheelchair user dwellings' (in consultation with the Council's Occupational Therapy team) and to ensure that where a communal access is to be the principal access for wheelchair users, the specification of the communal access shall not be less than the specification for access for wheelchair user units under Building Regulation requirement M4(3) 'wheelchair user dwellings' and any nominations for such adapted units shall be at the discretion of the Council or Affordable Housing Provider acting reasonably; and

4.1.2 the remaining 90% of the Affordable Housing Units as wheelchair accessible and adaptable units in compliance with Building Regulation requirement M4(2) 'accessible and adaptable dwellings' and to ensure that, subject to clause 4.1.1 above, the specification for any communal access shall not be less than the specification for access for wheelchair accessible and adaptable units under Building Regulation requirement M4(2) 'accessible and adaptable dwellings' and any nominations for such adaptable units shall be at the discretion of the Council or Affordable Housing Provider acting reasonably.

4.2 To ensure that the Affordable Housing Units are designed and constructed in accordance with the London Design Standards and the Agreed Mix.

5. DELIVERY OF THE AFFORDABLE HOUSING UNITS

- 5.1 Unless otherwise agreed by the GLA and the Council in writing, not to Occupy any Non-Residential Floorspace unless and until:
- 5.1.1 the Affordable Housing Units have been constructed and Practically Completed in accordance with the covenants and obligations in this Schedule; and
 - 5.1.2 a freehold interest or a minimum 125 year leasehold interest on a full repairing and insuring basis of all of the Affordable Housing Units has been granted to an Affordable Housing Provider free from all encumbrances and free from all financial charges.
- 5.2 To procure that the Affordable Housing Provider shall enter into a Nominations Agreement in respect of the Affordable Housing Units and that an Affordable Housing Unit shall not be Occupied until a Nominations Agreement has been entered into in respect of that Affordable Housing Unit.

6. MISCELLANEOUS PROVISIONS

- 6.1 Prior to Practical Completion of the Affordable Housing Units:
- 6.1.1 all public highways (if any) and public sewerage and drainage serving the Affordable Housing Units shall be in place and shall meet all statutory requirements for such public sewerage and drainage;
 - 6.1.2 all private roads footways and footpaths (if any) serving the Affordable Housing Units shall be in place and shall be constructed and completed to the satisfaction of the Council; and
 - 6.1.3 all private sewage and drainage pipes channels and gutters and all mains water gas (if applicable) and electricity pipes and cables shall be in place and shall be constructed laid and completed to the Affordable Housing Units to the satisfaction of the Council.
- 6.2 To ensure that the design and construction of the Development is executed in such a way as to minimise any nominal Service Charges for each Affordable Housing Unit;
- 6.3 Not later than three months prior to Occupation of the first Affordable Housing Unit, to agree any Service Charges for the Affordable Housing Units between the Affordable Housing Provider, the Owner and the Council (all acting reasonably) and thereafter only to charge Service Charges in accordance with the rates agreed with the Council pursuant to this paragraph unless the Council agrees an increase to the same in writing; and
- 6.4 Not permit Occupation of any Affordable Housing Unit until the Service Charges are agreed.

SCHEDULE 4

Travel Plan, Traffic Management, Public Realm and Sustainable Transport

The Owner covenants with the GLA and undertakes to the Council so as to bind its interest in the Land:

1. TRAVEL PLAN MONITORING FEE

- 1.1 To pay the Travel Plan Monitoring Fee to the Council prior to Occupation of any part of the Development.
- 1.2 Not to Occupy or permit the Occupation any part of the Development until the Travel Plan Monitoring Fee has been paid to the Council and its receipt has been acknowledged in writing by the Council.

2. CONSTRUCTION TRAFFIC MANAGEMENT PLAN ASSESSMENT FEE

- 2.1 To pay the Construction Traffic Management Plan Assessment Fee to the Council prior to the Commencement of Development.
- 2.2 Not to Commence Development without having first paid the Construction Traffic Management Plan Assessment Fee to the Council in respect of the Construction Traffic Management Plan submitted to the Council and its receipt has been acknowledged in writing by the Council.

3. DEMOLITION TRAFFIC MANAGEMENT PLAN ASSESSMENT FEE

- 3.1 To pay the Demolition Traffic Management Plan Assessment Fee to the Council prior to Commencement of Development.
- 3.2 Not to Commence Development without having first paid the Demolition Traffic Management Plan Assessment Fee to the Council in respect of the Demolition Traffic Management Plan submitted to the Council in relation to the Development and its receipt has been acknowledged in writing by the Council.

4. CONTROLLED PARKING ZONE PERMIT PROHIBITION

- 4.1 From Implementation of the Planning Permission:-
 - 4.1.1 Not to apply to the Council for a Parking Permit in respect of any of the Residential Units nor to knowingly permit any owner or Occupier of the Residential Units to apply to the Council for a Parking Permit and if such a permit is issued in respect of any of the Residential Units it shall be surrendered to the Council within 7 days of written receipt.
 - 4.1.2 That all material used for advertising or marketing any of the Residential Units for letting or sale will notify prospective owners and Occupiers that they will not be entitled to apply for a Parking Permit in respect of any of the Residential Units.
 - 4.1.3 That in respect of every lease granted assigned transferred or otherwise provided after the date of this Deed in respect of any of the Residential Units the following covenant or a covenant of substantially the same nature of it shall be imposed (or a covenant of substantially the same nature in respect of any transfer or any tenancy agreement licence or other instrument entitling Occupation of any of the Residential Units):

"the lessee for himself and his successors in title being the owner or owners for the time being of the terms of years hereby granted hereby covenant with the lessor and separately with the Mayor and Burgesses of the Royal Borough of Kensington and Chelsea ("the Council") not to apply for nor knowingly permit an application to be made by any person residing in the premises to the Council for a resident's parking permit (save for a disabled person's "purple badge" issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970) as amended in respect of such premises and if such a permit is issued then it shall be surrendered within 7 days of written receipt to do so from the Council and this covenant shall also be enforceable by the Council under the Contracts (Rights of Third Parties) Act 1999, section 1".

- 4.1.4 To send to the Council a certified copy of the transfers, leases tenancies or licences within 10 Working Days of the grant or transfer of any lease, tenancy or licence in respect of the Residential Units.

5. CYCLE HIRE SCHEME CONTRIBUTION

- 5.1 To pay the Cycle Hire Scheme Contribution to the GLA prior to Implementation of the Development.
- 5.2 Not to cause or permit Implementation of the Development until the Owner has paid the Cycle Hire Scheme Contribution and its receipt has been acknowledged in writing by the GLA.

6. LEGIBLE LONDON CONTRIBUTION

- 6.1 To pay the Legible London Contribution to the GLA prior to Implementation of the Development.
- 6.2 Not to cause or permit the Implementation of the Development until the Owner has paid the Legible London Contribution and its receipt has been acknowledged in writing by the GLA.

7. PUBLIC REALM CONTRIBUTION

- 7.1 To pay 50% of the Public Realm Contribution to the GLA prior to Commencement of Development.
- 7.2 Not to cause or permit the Commencement of Development until the Owner has paid 50% of the Public Realm Contribution to the GLA and its receipt has been acknowledged in writing by the GLA.
- 7.3 To pay the remaining 50% of the Public Realm Contribution to the GLA prior to the commencement of the Superstructure.
- 7.4 Not to cause or permit the commencement of the Superstructure until the Owner has paid the remaining 50% of the Public Realm Contribution to the GLA and its receipt has been acknowledged in writing by the GLA.

SCHEDULE 5

Ashburn Garden Square, Protected Tree Contribution and Public Art

The Owner covenants with the GLA and undertakes to the Council so as to bind its interest in the Land:

1. ASHBURN GARDEN SQUARE

- 1.1 To complete Ashburn Garden Square in accordance with the Planning Permission prior to first Occupation of the Development and the Development shall not be Occupied until Ashburn Garden Square has been Completed.

2. ASHBURN GARDEN SQUARE MANAGEMENT PLAN

- 2.1 To:
- 2.1.1 submit the Ashburn Garden Square Management Plan to the Council within twelve (12) months following Implementation of the Development and not to first Occupy any part of the Development until the Ashburn Garden Square Management Plan has been agreed in writing by the Council or approved by the Expert under clause 10 (the **Approved Management Plan**)
 - 2.1.2 manage and maintain the Ashburn Garden Square in accordance with the Approved Management Plan; and
 - 2.1.3 comply with the Approved Management Plan.
- 2.2 Not to cause or permit Occupation of any part of the Development until Ashburn Garden Square is:
- 2.2.1 complete in accordance with the Planning Permission; and
 - 2.2.2 available for public use in accordance with the Approved Management Plan.

3. PROTECTED TREE CONTRIBUTION

- 3.1 To pay the Protected Tree Contribution to the Council prior to Implementation of Development.
- 3.2 Not to cause or permit the Implementation of Development until the Owner has paid the Protected Tree Contribution and its receipt has been acknowledged in writing by the Council.
- 3.3 Not to undertake or permit any works to be undertaken to the tree identified as T1 on the Public Realm Plan (referred to in this paragraph as "the Protected Tree") until the Owner has submitted to the GLA and the Council an expert inspection and assessment of the Capital Asset Value for Amenity Trees (**CAVAT**) value of the Protected Tree for the Council's approval.

4. PUBLIC ART STRATEGY

- 4.1 To submit the Public Art Strategy to the Council for its written approval no later than twelve (12) months following Implementation of the Development, and if such

approval is reasonably refused, to resubmit the Public Art Strategy until such time as the Council is able to approve the same.

- 4.2 To implement and comply with the Public Art Strategy in accordance with the approved details including requirements as to the timing of provision of the Public Art.
- 4.3 To spend no less than £387,600 (three hundred and eighty seven thousand six hundred pounds) on the provision of Public Art and the implementation of the Public Art Strategy; and
- 4.4 To not later than twenty one (21) Working Days of receiving a written request from the Council, to provide the Council such documentary evidence or information necessary to demonstrate compliance with paragraphs 4.2 and 4.3 above.

SCHEDULE 6

Training, Local Employment and Equal Opportunities

The Owner covenants with the GLA and undertakes to the Council so as to bind its interest in the Land:

1. EMPLOYMENT AND SKILLS CONTRIBUTION

- 1.1 To pay the Employment and Skills Contribution to the Council prior to Commencement of Development.
- 1.2 Not to cause or permit the Commencement of Development until the Owner has paid the Employment and Skills Contribution.

2. CONSTRUCTION TRAINING CONTRIBUTION

- 2.1 To pay the Construction Training Contribution to the Council prior to Commencement of Development.
- 2.2 Not to cause or permit the Commencement of Development until the Owner has paid the Construction Training Contribution.

3. EMPLOYMENT AND SKILLS PLAN

- 3.1 To submit an Employment and Skills Plan to the Council for its written approval prior to Commencement and not to Commence Development until an Employment and Skills Plan has been submitted to the Council and approved in writing by the Council and (if such approval is declined) to resubmit the Employment and Skills Plan until such time as the Council is able to approve the same.
- 3.2 To comply with the approved Employment and Skills Plan during the Construction Period.
- 3.3 To notify the Council in writing as soon as possible of any of the following:
 - 3.3.1 employment or training vacancies at the Development arising directly from the construction contracts associated with the Development; and
 - 3.3.2 employment or training vacancies at the Development arising from the contractors and sub-contractors working on the construction of the Development.
- 3.4 To work consistently with the Council to promote and advertise employment and training opportunities at the Development to Local Residents throughout the Construction Period by informing the Council of employment and training opportunities at the Development and by issuing quarterly updates to the Council on such opportunities.
- 3.5 To promote construction employment at the Development to Local Residents via job fairs, career talks and workshops.
- 3.6 To provide quarterly updates to the Council on its performance against the agreed targets in the Employment and Skills Plan and where the agreed targets are not being met to forthwith take any steps required by the Council to remedy such non-compliance.

3.7 To monitor and record or procure the monitoring and recording of the following and make available the said records for inspection by the Council or submit the same to the Council within fourteen days of receiving any such request:

3.7.1 the full details and number of all persons and businesses recruited during the construction of the Development and identify the number and percentage of those who are Local Residents; and

3.7.2 the names of any third parties that have secured contracts for the carrying out of the construction of the Development,

subject to compliance with data protection principles and the Data Protection Act 2018 and PROVIDED THAT the information required to be made available as referred to in this paragraph 3.6 shall be requested in accordance with data protection requirements and in such a way that the person or business is made aware that the information provided is to be disclosed to a third party for monitoring purposes and in a manner which gives the person or business the ability to agree or refuse to agree to the information being disclosed provided always that paragraph 3.6 of this Schedule shall not apply where data protection legislation deems the provisions of paragraph 3.6 to be unlawful.

4. LOCAL PROCUREMENT CONTRIBUTION

4.1 To pay the Local Procurement Contribution to the Council prior to Commencement of Development.

4.2 Not to cause or permit the Commencement of Development until the Owner has paid the Local Procurement Contribution.

5. LOCAL PROCUREMENT

5.1 To submit a Local Procurement Strategy to the Council for its written approval prior to Commencement of the Development and not to Commence the Development until a Local Procurement Strategy has been submitted to the Council and approved in writing by the Council and (if such approval is declined) to resubmit the Local Procurement Strategy until such time as the Council is able to approve the same.

5.2 To commence and implement the Development in accordance with the approved Local Procurement Strategy.

5.3 During the Construction Period and Occupation of the Development:

5.3.1 to provide opportunities for local businesses to bid/tender for the provision of goods and services required for the Development as envisaged in the Local Procurement Strategy;

5.3.2 to meet with the Council's Economic Development Team or its nominee ("the Local Procurement Team") at least one month in advance of tendering contracts to clarify how the Local Procurement Strategy will work and what actions may be expected;

5.3.3 to ensure that throughout the Construction Period the Development shall be carried out in accordance with the requirements of the Local Procurement Strategy and in the event of non compliance with this sub-clause the Owner shall upon notice from the Council forthwith take any steps required by the Council to remedy such non-compliance; and

- 5.3.4 to use reasonable endeavours to provide opportunities for local businesses to bid/tender for the provision of facilities, management services and other post construction supplies of goods and services required for the Development.

6. LONDON TRAINING CONTRIBUTION

- 6.1 To pay the London Training Contribution to the GLA prior to Commencement of Development.
- 6.2 Not to cause or permit the Commencement of Development until the Owner has paid the London Training Contribution to the GLA.

SCHEDULE 7

Energy

The Owner covenants with the GLA and undertakes to the Council so as to bind its interest in the Land:

1. CARBON OFFSET CONTRIBUTION

- 1.1 To pay the Carbon Offset Contribution to the Council prior to Implementation of Development.
- 1.2 Not to cause or permit the Implementation of Development until the Owner has paid the Carbon Offset Contribution and its receipt has been acknowledged in writing by the Council.

SCHEDULE 8

GLA's Covenants

1. USE AND REPAYMENT OF CONTRIBUTIONS

- 1.1 Subject to paragraph 2.1 below, the GLA covenants with the Owner and undertakes to the Council that on receipt of the any part of the Public Realm Contribution to pay the same to the Council within 21 days of receipt.
- 1.2 The GLA covenants with the Owner and undertakes with the Council to pay the Legible London Contribution and Cycle Hire Scheme Contribution received by it under clause 6.1 and 5.1 of Schedule 4 to TfL within 21 days of receipt of the same

2. PUBLIC REALM

- 2.1 The covenant and undertaking on the part of the GLA to pay the Public Realm Contribution to the Council is subject to the Council agreeing with the Owner and the GLA to:
- 2.1.1 consult with the Owner on the design and programme for the carrying out of the Public Realm Improvements
 - 2.1.2 design the Public Realm Improvements in general accordance with the Public Realm Plan and to the value of the Public Realm Contribution
 - 2.1.3 carry out and complete the Public Realm Improvements in a good and workmanlike manner before completion of the Development;
 - 2.1.4 minimise interference with the free flow of traffic on the existing highway and not obstruct vehicular access to Land when carrying out the Public Realm Improvements;
 - 2.1.5 give notice to the Owner before carrying out any section of the Public Realm Improvements that is in close proximity to the Land and could cause disruption to the Development; and
 - 2.1.6 use the Public Realm Contribution for the purposes of delivering the Public Realm Improvements and repaying to the Owner any such sums or amounts remaining unexpended or committed upon the expiration of fifteen (15) years from the date of payment of the Public Realm Contribution together with any interest accrued thereon as soon as reasonably practicable after receiving a request from the Owner AND FOR THE AVOIDANCE OF DOUBT (i) any payment or part of any payment shall for the purpose of this paragraph be deemed to have been committed if any contract has been entered into or any undertaking given (whether enforceable at law or otherwise) the performance or fulfilment of which will require the expenditure of funds in the future in respect of the purposes for which the payment was made; and (ii) where any payment made in accordance with this Deed is split into tranches, then the fifteen year period shall run from the date of payment of the final tranche.

APPENDICES

APPENDIX 1

Agreed Mix

	Studio	1 bed	2 bed	3 bed	Total
London Affordable Rented Housing Units	6	19	26	11	62

APPENDIX 2

Council's Local Procurement Code

Royal Borough of Kensington & Chelsea LOCAL PROCUREMENT CODE

1. INTRODUCTION

Local procurement agreements are a useful tool in helping the Council to maintain an attractive business environment in the borough which is a key aim of the Kensington & Chelsea Community Strategy 2009-18, which specifically refers to the use of procurement policies and practices to provide opportunities for local businesses to compete to provide goods and services. The Council's Core Strategy Policy C1 sets out the borough policy for Infrastructure Delivery and Planning Obligations which includes: "securing jobs for local residents, community based initiatives, employment training schemes." The Council's Supplementary Planning Document adopted in August 2010, states that:

*'The Council will seek opportunities to ensure that local businesses benefit from the construction and successive use of developments. The Council will expect developers to work with it to promote and advertise tender opportunities wherever possible, and to achieve the procurement of construction contracts and goods and services from companies and organisations based in the Borough'*¹.

The sourcing of goods and services locally will also help to achieve a more sustainable pattern of land use and reduce the need to travel. Section 106 legal Agreements attached to the grant of planning permission will be used as a mechanism to secure opportunities for local businesses to tender for the supply of goods and services to developments.

The purpose of this code is to set out the actions required to maximise the opportunities available to local businesses in Kensington & Chelsea from all property developments of over 1,000sqm of gross internal floor space taking place in the borough both during and after the construction phase. The local procurement code sets out the actions required of the Owner/Developer, working in partnership with the Council's Economic Development Team, to ensure that businesses based in Kensington and Chelsea or such wider area as shall be agreed, have access to the opportunities arising from both the Construction Phase of the Development and the end use of the Property.

The requirements of the local procurement code apply to the developer, main contractor and subcontractors appointed by them. The code is designed to support developers and contractors in fulfilling their commitments to the planning agreements by clarifying what is required from the outset. The Council's Economic

¹ Royal Borough of Kensington & Chelsea Supplementary Planning Document. Adopted August 2010

Development Department seeks to work in partnership with contractors to assist them in meeting the code specifications and in finding suitable local companies. The Council will provide a periodically updated pre-screened directory of local companies in a range of relevant sectors in support of local procurement agreements.

2. MAIN REQUIREMENTS OF THE CODE

2.1 Construction Phase

We will request that the developers meet with the Council's Economic Development Team or a nominee of the Council ("the Local Procurement Team") at least 1 month in advance of tendering contracts to clarify how the local procurement code will work and the co-operation required from the developer, main contractor and subcontractors.

The Council will seek to ensure that the developer inserts the following clauses in the tender documentation issued to the main contractor:

2.2 Actions & Responsibilities of Main Contractor

a) *The Procurement Schedule*

The main contractor will provide the Local Procurement Team with a schedule of works packages to be let ("the Procurement Schedule") and information on the estimated timing of their procurement programme and provide updates of the Procurement Schedule as and when it is updated or revised.

b) *Identifying opportunities for local businesses*

The main contractor will work with the Local Procurement Team to: include local businesses on their tender lists wherever possible and to aim to achieve the procurement of contracts for goods and services from businesses based in Kensington and Chelsea or such wider area as shall be agreed, towards a target of 10 per cent of the total value of the contract.

c) *Notifying local businesses*

The main contractor will notify the Local Procurement Team just prior to sending out tender enquiries or invitations to local businesses so that the Local Procurement Team can in turn make local businesses aware of a forthcoming opportunity and help ensure they respond.

d) *Sub-contract tender documents*

The main contractor should include a written statement in the tender documentation sent out to sub contractors informing them of their s106 obligations as set out in section 2.3 below and ensure cooperation is agreed as a prerequisite to accepting sub contract tenders

e) **Monitoring**

The main contractor is required to provide monitoring information to the Local Procurement Team every month during the procurement phase, via e-mail, fax or liaison meeting and to submit a Local Procurement report at the end of every quarter (*the Local Procurement Team can provide a pro forma*) providing details of:

- all local companies which are sent a tender enquiry or a tender invitation detailing the date and the works package or items concerned;
- the outcome of all works packages tendered, where there is a local company on the tender list, stating whether the local company was unsuccessful, successful or declined to tender, the contract value in the case of a contract being awarded to a local company and brief feedback on any local company that was unsuccessful.
- All local wholesalers and materials suppliers which are asked to provide prices and the value of any purchases of materials and other wholesaler supplies procured.
- All subcontractors appointed (whether local or from elsewhere)

f) **Meet the Buyer events**

The main contractor will participate in an annual Meet the buyer event to be held in the borough. This event will consist of a series of pre-scheduled meetings with local suppliers in trades chosen by the contractor. In the case of a very large development, the event may focus on this project alone; or they could be part of a larger event which includes other main contractors working in the area who also have s106 local procurement obligations.

2.3 Actions and Responsibilities of Sub-Contractors

All sub-contractors appointed will be required to work with the Local Procurement Team and to aim to achieve the procurement of goods and services from companies and organisations based in Kensington and Chelsea or such wider area as shall be agreed, towards a target of 10 per cent of the total value of their sub-contract. (*A regularly updated directory of local suppliers will be supplied to subcontractors by the Local Procurement Team*).

All subcontractors are required to provide regular monitoring information either to the main contractor or directly to the Local Procurement Team at the end of every quarter during the construction phase, via e-mail, fax or liaison meeting (the Local Procurement Team can provide a pro forma) providing details of :

- *All local wholesalers and building materials suppliers which are asked to provide prices and the value of any subsequent purchases of materials and other wholesaler supplies procured.*

- *All local companies which are sent a tender enquiry or a tender invitation detailing the date and the works package concerned and the outcome of all sub-contracts tendered.*

3. FINANCIAL CONTRIBUTION

A financial contribution from the developer/owner will be required toward the costs of facilitating this process i.e. identifying and screening appropriate local enterprises, brokerage with contractors and owners, periodic Meet the Buyer and business briefing events, maintaining a directory of suppliers and performance monitoring. Developers will be asked to cover the costs of facilitating implementation of the local procurement code for each construction site which will vary according to the size of the development. The table below shows the scale of fees for different size bands (subject to, if any, Community Infrastructure Community Charges):

Local Procurement Monitoring & Brokerage Service s106 Fees for Major development projects (updated 2019)				
Size band	1,000 -3,600m ²	4,000- 10,000m ²	10,000 – 40,000m ²	>40,000m
No. of days	4.5	8.5	11	17
Cost per day	£750	£750	£750	£750
Total fees	£3,375	£6,375	£8,250	£12,750

In the case of major long term regeneration projects with multiple building projects, a fee will be charged for each separate building in accordance with the above fee scale.

Annual adjustments for inflation will be made against the Retail Prices Index.

4. POST CONSTRUCTION: FITTING OUT BY TENANTS AND FACILITIES MANAGEMENT

Prior to the first occupation for B1 purposes of buildings the Developer shall prepare an Approved Local Suppliers List in consultation with the Councils Economic Development Teams and shall thereafter maintain it. The Developer will make the Approved Local Suppliers List available to occupiers within the Development and will encourage them to use Local Businesses from the Approved Local Suppliers List for fitting out their premises and the supply of estate management goods and services.

The following is an example of the wording of the clauses within a s106 agreement which the Council would ask developers to sign to ensure a reasonable degree of local procurement of goods and services:

The Owner/Developer hereby covenants with the Council as follows:-

During the construction phase of the development and occupation of the property:

To provide opportunities for local businesses to bid/tender for the provision of goods and service to the property, as envisaged in the Local Procurement Code.

To meet with the Council's Economic Development Team or a nominee of the Council ("the Local Procurement Team") at least one month in advance of tendering contracts to clarify how the local procurement code will work and what actions may be expected.

To ensure that throughout the Construction Phase the development shall not be carried out otherwise than in strict accordance with the requirements of the Local Procurement Code and in the event of non compliance with this sub-clause the Owner shall upon notice from the Council forthwith take any steps required by the Council to remedy such non-compliance.

To use reasonable endeavours to provide opportunities for local businesses to bid/tender for the provision of facilities management services and other post construction supply of goods and services.

For further details please contact:

Economic Development Team
Royal Borough of Kensington and Chelsea
The Town Hall,
Hornton Street,
London W8 7NX
e: business@rbkc.gov.uk

APPENDIX 3

Nomination's Agreement

DATED

2019

THE MAYOR AND BURGESSES OF THE
ROYAL BOROUGH OF KENSINGTON AND CHELSEA

- and -

[REGISTERED PROVIDER]

DEED OF NOMINATION RIGHTS for London Affordable Rented Units

at

[PROPERTY]

Tasnim Shawkat
Director of Law
The Royal Borough of Kensington and Chelsea
The Town Hall
Hornton Street
London W8 7NX

THIS DEED is made on the

day of

2019

BETWEEN

- (1) **THE MAYOR AND BURGESSES OF THE ROYAL BOROUGH OF KENSINGTON AND CHELSEA** of the Town Hall Hornton Street London W8 7NX ("the **Council**")
- (2) [*insert details of the Affordable Housing Provider*] ("the **Affordable Housing Provider**")

WHEREAS:

- (A) The Affordable Housing Provider is a Registered Provider
- (B) The Affordable Housing Provider owns the part of the Property which is registered at the Land Registry under Title Number [●]
- (C) The Affordable Housing Provider will acquire an interest in and provide 62 (sixty two) London Affordable Rented Units at the Property which comprise part of the Development and has agreed to grant to the Council certain nomination rights in respect of the Lettable Units in the Development pursuant to the requirements of the Section 106 Agreement

NOW THIS DEED WITNESSES as follows:

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

"Affordable Housing" means housing provided by a Registered Provider 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 (if any) to be recycled for alternative affordable housing provision;

"Affordable Rent Income Level" means the level of income (from time to time) set out in the Council's Housing Allocation Policy as a maximum income, above which households cannot access affordable rented housing;

"Allocation Mechanism" shall mean the Council's current system and timescales for allocating properties via the Choice Based Letting Scheme or any other system taking into account the Affordable Housing Provider's own allocations policy;

“Choice Based Letting Scheme” means the process for letting social housing and allows applicants (including existing tenants who want a transfer) to bid for properties which become available on a points-based system; these properties are advertised via the Home Connections website. In order to ‘bid’ for a property, applicants must be registered on the Council’s Housing Register, have sufficient points and will have had their priority for rehousing assessed through the registration process;

“Development” means the development further defined in the Section 106 Agreement and which includes the Housing Units comprising affordable homes for rent which have been or will be constructed or provided by the Affordable Housing Provider at the Property;

“Direct Offer” means the process for letting social housing where an offer of accommodation is made directly to an Eligible Household;

“Eligible Households” means those households whose needs are not met by the open market PROVIDED THAT eligibility is determined in accordance with the Affordable Rent Income Level and in accordance with the Council’s Housing Allocation Policy;

“Housing Allocation Policy” means the Council’s (as the relevant housing authority) allocation policy made pursuant to section 167 of the Housing Act 1996 and which (i) determines the Council’s priorities, (ii) the procedures to be followed in allocating housing accommodation and (iii) is framed to give reasonable preference to a number of defined groups;

“Housing Register” means the register of Eligible Households maintained by the Council in its capacity as the statutory housing authority for the Council’s area;

“Housing Units” means the London Affordable Rented Units;

“Lettable Units” shall mean each and every one of the Housing Units newly constructed at the Property and not since such construction let or occupied and each Housing Unit which is a True Void and which has become vacant and available for letting;

“London Affordable Rented Housing” means rented housing provided by a Registered 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 not more than 80 per cent of the local market rents (where the market rent of a lease at any time is the rent which the lease might reasonably be expected to fetch at that time on the open market); and

- (b) excluding Service Charges, no higher than the benchmark rents published by the GLA annually in accordance with the Mayor's Funding Guidance or, in the event that such benchmark rents are no longer published, such other rental caps as may be agreed between the GLA and the Registered Provider of the relevant Affordable Housing Unit;

“London Affordable Rented Units” means the 62 (sixty two) units of Affordable Housing to be constructed at the Property pursuant to the Development to be provided in accordance with the terms of the Section 106 Agreement as London Affordable Rented Housing

“Nomination Notice” shall mean a notice to be given by the Council to the Affordable Housing Provider specifying either (i) given Nominees in the form of shortlists setting out the order of priority of such Nominees including the name household details and other relevant information and contact details of the Nominee or in such other form as the parties may from time to time agree or (ii) one named nominee in the Direct Offer;

“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;

“Nomination Period” means in perpetuity/forever;

“Nomination Rights Percentage” means

- 100% for all initial nominations of a Lettable Unit; and
- 75% for all subsequent lettings of Lettable Units

“Nominee(s)” shall mean the person(s) named in a Nomination Notice or the Direct Offer;

“Property” means [];

“RBKC Target Income Groups” means households with an annual income (including benefits) which is at or below the income level for Eligible Households as set out in the Housing Allocation Policy;

“Registered Provider” means a body entered on the register as a non-profit organisation (as such terms are defined in section 115 of the Housing and Regeneration Act 2008) or anybody carrying out similar objectives and functions;

“Section 106 Agreement” means the agreement entered into under Section 106 of the Town and Country Planning Act 1990 dated [X] between [];

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

"Target Rents" means rents for Social Rented Housing conforming with the pattern produced by the rents formula set out in the Rent Guidance (as defined in the Section 106 Agreement) and subject to the limit on rent changes and rent caps set out therein and subject to indexation as permitted by the Rent Standard (as defined in the Section 106 Agreement) or Rent Guidance from time to time

"Tenancy Agreement" shall mean an agreement or other document creating an assured tenancy in a form prepared by the Affordable Housing Provider and containing terms which accord with the guidance on housing management issued by the Homes and Communities Agency or such other form of tenancy agreement used by the Affordable Housing Provider from time to time for its general lettings to be entered into between the Affordable Housing Provider and a Nominee;

"True Void" shall mean each Housing Unit which has become vacant and available for letting as a result of:

- (i) its tenant having moved to accommodation provided by a landlord who does not have a right to nominate a tenant to the Affordable Housing Provider's housing stock in return; or
- (ii) its tenant having died and there being no right of succession to the tenancy whether under the terms of the Tenancy Agreement or under statute; or
- (iii) its tenant having purchased a property in the private sector including a shared ownership property; or
- (iv) its tenant having been evicted from or having abandoned such Housing Unit; or
- (v) its tenant having moved to accommodation provided by a housing authority (as that expression is defined in Section 4 of the Housing Act 1985) other than the Council

"Vacancy Notice" shall mean a written notice to be given by the Affordable Housing Provider to the Council specifying the availability, description and facilities of a given Lettable Unit (as the case may be) for letting in any form as the parties hereto may from time to time agree in writing;

"Working Day" shall mean any day of the week excluding Saturday Sunday bank holidays and public holidays;

- 1.2 The covenants and obligations in this Deed are covenants and undertakings given by the Affordable Housing Provider to the Council in relation to the Affordable Housing Provider's

interest in the Housing Units pursuant to and in accordance with Section 16 of the Greater London Council (General Powers) Act 1974 and Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 so as to bind both itself and its successors in title for the Nomination Period

2 NOMINATIONS

2.1 The Affordable Housing Provider hereby grants to the Council for the duration of the Nomination Period the right to nominate (to the extent of the Nomination Rights Percentage) tenants for occupation of the Housing Units such right to be exercised in accordance with the following procedure:

Initial first lets for Lettable Units

2.2 The Affordable Housing Provider shall give to the Council a Vacancy Notice at the time prescribed for providing the Council with the details required at Clause 3.1.1 hereof and in any event no later than three months prior to each Lettable Unit becoming available for letting

2.3 Within 30 Working Days of the date each Lettable Unit is available for letting the Council will produce a Nomination Notice in respect of each Lettable Unit according to the Allocation Mechanism.

2.4 Within 5 Working Days of receipt of the Nomination Notice the Affordable Housing Provider shall arrange for the first of the shortlisted Nominees to view the Lettable Unit in respect of which such Nomination Notice was issued. The Affordable Housing Provider shall arrange within no more than 2 Working Days of such viewing to offer such Nominee a Tenancy Agreement in respect of the same

2.5 If the Nominee named in such Nomination Notice shall fail to view the Lettable Unit in respect of which such Nomination Notice was issued or shall refuse or fail to enter into a Tenancy Agreement within the timescales set out in 2.3 then such Nominee shall be deemed to have rejected the offer from the Affordable Housing Provider of such Tenancy Agreement. The Affordable Housing Provider shall inform the Council of such rejection or deemed rejection as soon as possible, but no later than within 2 Working Days.

2.6 When a Nominee has rejected or is deemed to have rejected the offer of a Tenancy Agreement from the Affordable Housing Provider pursuant to the operation of Clauses 2.3 and 2.4 hereof, then the Affordable Housing Provider shall arrange for the next Nominee from the shortlist to view the Lettable Unit as described at clause 2.3 above. The process set out at clauses 2.3 to 2.4 above shall be repeated until either a Nominee enters into a Tenancy

Agreement or the shortlist on the Nomination Notice is exhausted. If the shortlist of Nominees is exhausted then the Council shall produce a further Nomination Notice according to the Allocation Mechanism and the process set out at clauses 2.3 to 2.4 shall be repeated until a Nominee enters into a Tenancy Agreement, subject to the provisions of Clause 2.6 of this Agreement

Nomination Right for True Void re-lets

- 2.7 The Affordable Housing Provider shall give to the Council a Vacancy Notice at least four weeks prior to each True Void becoming available for letting.
- 2.8 Upon receipt of the Vacancy Notice the Council shall produce a Nomination Notice in respect of each True Void according to the Allocation Mechanism.
- 2.9 Within 5 Working Days the Affordable Housing Provider shall arrange for the first of the shortlisted Nominees to view the True Void in respect of which such Nomination Notice was issued. The Affordable Housing Provider shall within no more than 2 Working Days of such viewing to offer such Nominee a Tenancy Agreement in respect of the same.
- 2.10 If the Nominee named in such Nomination Notice shall fail to view the True Void in respect of which such Nomination Notice was issued or shall refuse or fail to enter into a Tenancy Agreement within the timescales set out in 2.9 then such Nominee shall be deemed to have rejected the offer from the Affordable Housing Provider of such Tenancy Agreement. The Affordable Housing Provider shall inform the Council of such rejection or deemed rejection within 2 Working Days.
- 2.11 When a Nominee who has rejected or is deemed to have rejected the offer of a Tenancy Agreement from the Affordable Housing Provider pursuant to the operation of Clauses 2.9 and 2.10 hereof, then the Affordable Housing Provider shall arrange for the next Nominee from the shortlist to view the True Void as described at clause 2.8 above. The process set out at clauses 2.9 to 2.10 above shall be repeated until either a Nominee enters into a Tenancy Agreement or the shortlist on the Nomination Notice is exhausted. If the shortlist of Nominees is exhausted then the Council shall produce a further Nomination Notice according to the Allocation Mechanism and the process set out at clauses 2.8 to 2.9 shall be repeated until a Nominee enters into a Tenancy Agreement.

True Voids and the Lettable Units

- 2.12 In the event that two Nomination Notices have been served and the shortlist of Nominees on both such notices have been exhausted the Affordable Housing Provider shall have the ability to offer a tenancy of the True Void or Lettable Unit to its own nominee provided that the

provisions of this agreement shall apply to any subsequent re-letting of that True Void or Lettable Unit.

3 FURTHER COVENANTS AND RESTRICTIONS

3.1 The Affordable Housing Provider covenants with the Council to furnish to the Council full details in writing of:-

3.1.1 the Housing Units including their types, bedroom and person sizes, quality adaptations and mobility or access features with addresses or (where such addresses are not available) plot numbers together with the estimated date on which their construction is to be completed taking into account any phasing of the Development such details to be furnished three months prior to the construction of such Housing Units being completed and ready for use as Lettable Units

3.1.2 each and every offer of a Tenancy Agreement made to each Nominee as soon as reasonably practicable following such offer being made; and

3.1.3 whether and when each offer of a Tenancy Agreement has been accepted rejected or deemed to be rejected as soon as reasonably practicable following such offer having been accepted rejected or deemed to be rejected (including in the case of rejection or deemed rejection full details of the reasons therefore).

3.2 Subject to Clause 5 below, the Affordable Housing Provider covenants with the Council not to use the Housing Units otherwise than for Affordable Housing.

3.3 The Affordable Housing Provider further covenants with the Council not to sell or let (otherwise than by way of a Tenancy Agreement) its interest in the Housing Units and/or any part or parts of the foregoing:-

3.3.1 to a Registered Provider without first ensuring that such Registered Provider has executed or will contemporaneously execute a deed whereby such Registered Provider covenants directly with the Council to observe and perform the covenants and provisions contained in this Deed for the then unexpired portion of the Nomination Period;

3.3.2 to any other person without the consent of the Council;

PROVIDED THAT the Affordable Housing Provider may transfer or lease any Housing Unit without the requirement of the Council to consent to the same if the transfer/lease is made under the right to acquire or right to buy made pursuant to the Housing Act 1985 the Housing Act 1988 the Housing Act 1996 or any statutory re-enactment or modification thereof provided

that with the consent of the Council, (such consent not to be unreasonably withheld or delayed) the Affordable Housing Provider may dispose of its interest in the Property to a Registered Provider subject to such Registered Provider having entered into a nominations agreement in the same terms as this agreement for the then unexpired portion of the Nominations Period.

3.4 If any of the matters referred to in 3.4.1 to 3.4.3 inclusive below occur, then any receipt(s) received by the Affordable Housing Provider in relation to the Housing Unit to which the specified event occurs shall be used by the Affordable Housing Provider to provide new or replacement housing in the Royal Borough of Kensington and Chelsea pursuant to this Deed for the Nomination Period pursuant to clause 1.2 of this Deed AND such new affordable housing shall be provided by the Affordable Housing Provider within three years of the date of receipt of the disposal receipt of the relevant Housing Unit

3.4.1 sale of the Housing Unit to the sitting tenant under compulsion (e.g. the Right to Buy)

3.4.2 purchase of the Housing Unit under a compulsory purchase order or private Act of Parliament whether for residential or other purposes

3.4.3 destruction of the Housing Unit by fire or other external force in circumstances where reinstatement would be unreasonable

4 GENERAL

4.1 The Affordable Housing Provider and the Council covenant with each other that prior to the issue of any written notice of whatsoever kind required to be given by them hereunder to use their reasonable endeavours give to the party to which such notice is to be given details of the subject matter of such notice first by telephone or e-mail as mentioned in the Particulars provided always that the giving of such details by such means shall not obviate the need to give that notice by personal delivery or prepaid first class post as hereinafter mentioned.

4.2 Any notice to be given to and served on any party under this Deed shall be validly given and served if delivered personally or sent by first class prepaid post addressed to that party at the address mentioned in the Particulars or as otherwise notified by the party seeking a change in its address and any notice shall be deemed to have been served as follows:

4.2.1 in the case of personal delivery on the first Working Day after delivery;

4.2.2 in the case of service by prepaid first class mail on the second Working Day after the day on which it was posted;

4.2.3 In proving service of any notice it shall be sufficient to prove that the notice was properly addressed and left at or posted to the place to which it was so addressed and in the case of service by mail has not been returned by the postal authorities.

4.3 In the event the Affordable Housing Provider wishes to make available a portable discount to any tenant of the Lettable Units so that the Lettable Unit is preserved for nomination rights by the Council, each vacancy thereby created shall be treated under this Deed as a new True Void

5 EXCLUSIONS

[S106 exclusions to be inserted – mortgagee provisions to be agreed with GLA]

6 THIRD PARTIES

It is not intended that any person other than the parties to this Deed shall be entitled to enforce any provisions of this Deed who would not have been so entitled but for the enactment of the Contracts (Rights of Third Parties) Act 1999.

7 CONFIDENTIALITY

The parties shall hold in confidence any confidential information being all information relating to the other party, its tenants, employees and licensees which is supplied by or on behalf of the other party (whether before or after the date of this Deed) either in writing, orally or in any other form and includes all analyses, compilations, studies and other documents whether prepared by or on behalf of the party which contained or otherwise reflect or are derived from such information provide that the provision of this Clause shall not restrict either party from passing such information to its professional advisers, to the extent necessary to enable it to perform (or cause to be performed) or to enforce its rights or obligations under this Deed

8 NO AGENCY

Nothing in this Deed shall be construed as creating a partnership or as a contract of employment between the Affordable Housing Provider and the Council and, save as is expressly provided otherwise in this Deed the Council shall not be, or be deemed to be an agent of the Affordable Housing Provider. The Council shall not hold itself as having authority or power to bind the Affordable Housing Provider in any way.

9 DISPUTE RESOLUTION

9.1 In the event of any dispute or difference arising between the parties to this Deed in respect of any matter contained in this Deed such dispute or difference shall be referred to an

independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares.

9.2 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to Clause 9.1 or as to the appropriateness of the professional body then such question may be referred by either part to the president for the time being of the Law Society for him to appoint a solicitor to determine the dispute such solicitor acting as an expert and his decision shall be final and binding on all parties in the absence of manifest error and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties in equal shares.

9.3 Any expert howsoever appointed shall be subject to the express requirement that a decision was reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight working days after the conclusion of any hearing that takes place or twenty-eight working days after he has received any file or written representation.

9.4 The expert shall be required to give notice to each of the said parties requiring them to submit to him within ten working days of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further ten working days.

9.5 The provisions of this clause shall not affect the ability of the Council to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Deed and consequential and interim orders and relief.

IN WITNESS whereof the Affordable Housing Provider and the Council have executed this Deed by affixing their respective Common Seals hereto the day and year first before written

THE COMMON SEAL of THE)
MAYOR AND BURGESSES OF THE)
ROYAL BOROUGH OF KENSINGTON)
AND CHELSEA was hereunto affixed)

in the presence of:

)

Attestation for Aff Hsg Provider

APPENDIX 4

Ashburn Garden Square Management Plan

Kensington Forum Redevelopment Garden Square Management Plan

Management Plan re: Planning Application PP/18/03461

The following terms are for incorporation in a S.106 Agreement.

1 THE RELEVANT LAND

- 1.1 The Garden Square¹ is to comprise a rectangular space of 2,702m². [See footnote]
- 1.2 "The Residents' Garden" is an area along Courtfield Road, from Ashburn Place to the Garden Square of 193 m² being 7.2m deep and 26.8 m long.

2 THE RESIDENTS' GARDEN

This is to have the appearance of an extension of the Garden Square so as to provide the visual amenity of a continuous garden along Courtfield Road from Ashburn Gardens to Ashburn Place and be maintained and treated in all respects of its appearance as part of the Garden Square.

3 PURPOSE

- 3.1 The Management Plan is intended to ensure the Garden Square is maintained by the freehold owner (and those deriving title through and under it) ("the Freeholder") for the enjoyment of future users of the Garden Square in line with the Purpose, Objectives and the Freeholder's Obligations.
- 3.2 The Management Plan is to ensure a clear framework for management and maintenance of the Garden Square, including
 - (a) Maintaining a high quality of experience and promoting positive use of the Garden Square
 - (b) Responding to change and user feedback
 - (c) Process for community involvement
- 3.3 The Management Plan will guide the day to day management of the Garden Square by the Freeholder whose responsibility the Garden Square will remain as part of its ownership.
- 3.4 A Garden Square Specification in respect of the Garden Square and the Residents' Garden ("the Specification") is to be approved under the S.106 Agreement and the conditions attached to the planning permission.
- 3.5 The planning conditions and S.106 Agreement (which will remain enforceable against the land and the Freeholder) will also require the Freeholder to ensure that:

¹ The proposed area of the re-arranged and consolidated Garden Square is as set out in the application documents – 2,702 sqm. This is greater than the current extent of the land protected by the London Squares Preservation Act 1931 following a Deed of re-arrangement in 1971. The further rearrangement and consolidation needs to be effected by a consent under Section 4 of the 1931 Act in order to give effect to the proposed Garden Square layout, which will be 2,702 sq m. The effect of the S.4 Order would be to designate this area as 1931 Act land so that 2,702 sqm will be the new extent of designated 1931 Act land.

Kensington Forum Redevelopment

Garden Square Management Plan

- (a) the Garden Square and the Residents' Garden are laid out in accordance with an approved Specification before first occupation of the new development
- (b) the Garden Square is maintained in accordance with this Management Plan
- (c) public access to the Garden Square is maintained in accordance with this Management Plan.

4 OBJECTIVES

4.1 Core objectives for the Garden Square are:

- (a) Maintenance to a high standard, at the cost of the Freeholder, that positively contributes to the quality of the local environment in line with principles of good estate management;
- (b) Safety and security for users of the Garden Square, hotel and homes within the development consistent with daily public access from dawn to dusk of the Garden Square where (subject to flexibility in accordance with Clauses 6.2 (b) (vii) and 6.3 (d) below):
 - (i) during March, April, May, June, July, August and September dawn is 6am and dusk is 9pm;
 - (ii) during October, November, December, January and February dawn is 7am and dusk is 6pm

5 FREEHOLDER'S OBLIGATIONS

5.1 The Freeholder will:

- (a) Provide public access to the Garden Square dawn to dusk, subject to reasonable closures necessary for security, maintenance and cleansing purposes, in accordance with the Purpose, Objectives and the Freeholder's Obligations
- (b) Be responsible for security arrangements in relation to the Garden Square at all times in accordance with the Purpose, Objectives and Freeholder's Obligations
- (c) Maintain the Garden Square, at the cost of the Freeholder, in line with the agreed Annual Management and Maintenance Programme
- (d) Keep a detailed log of:
 - (i) maintenance and management activity; and
 - (ii) user feedback
- (e) Present up to date information to the annual and quarterly meetings

Kensington Forum Redevelopment

Garden Square Management Plan

- (f) Implement actions agreed by the Committee to further the Purpose and the Objectives
- (g) Hold no commercial or other events or activities in the Garden Square including (but not limited to) no wedding parties nor marquees, subject to Clause 6.2(b)(vi).
- (h) Comply with this Management Plan
- (i) Play no amplified music in the Garden Square.

6 ROLES

6.1 A Management Committee will be constituted by eight members as follows:

- (a) local residents (four members):
 - (i) including (subject to 6.1(a)(ii)) one representative (who need not be the same person on each occasion) from each of the following named groups: Ashburn Courtfield Gardens Residents Association, Ashburn Garden Square Garden Association, Residents' & Owners' Group and one occupier of the new residential properties;
 - (ii) Where any one or more of the aforesaid fails to nominate a representative having received at least 6 weeks' notice of the Management Committee's annual meeting, the member for such group shall be substituted with:
 - (aa) a person nominated by a local community group which is registered with the Royal Borough of Kensington and Chelsea (the Committee of which includes an Officer who owns and resides in a property which is situated in Ashburn Gardens or Courtfield Road); or
 - (bb) failing a nomination from any such group mentioned in 6.1(a)(ii)(aa), such local resident as may be appointed by a ballot of residents of Ashburn Gardens or Courtfield Road
- (b) the hotel operator (two members); and
- (c) the Freeholder (two members).

6.2 The Committee will meet annually (and will be given two months' notice of the date thereof) to:

- (a) Review the following and resolve whether the Freeholder has complied with its Obligations in all respects:
 - (i) An audit of the Garden Square and management and maintenance performance over the preceding year against the Objectives
 - (ii) Performance against the previous year's targets and KPIs

Kensington Forum Redevelopment

Garden Square Management Plan

- (iii) The Garden Square Byelaws approved under (b)(i)
- (b) Agree the following (and there is to be no casting vote of the Chair in the event of equality of votes):
 - (i) At the first meeting (to take place prior to the Garden Square being laid out), Byelaws that the Freeholder will be entitled to apply in managing the Garden Square (and thereafter, any changes to those rules may only be made at Annual Meetings)
 - (ii) Key Management Targets and KPIs for the coming year
 - (iii) Any proposed changes to the Specification
 - (iv) Any proposed applications for grant funding to support the Objectives
 - (v) The Annual Management and Maintenance Programme (providing a detailed schedule of elements for inspection/ maintenance and immediate/ annual actions)
 - (vi) Any proposed community events which are open to all local residents
 - (vii) Any extensions of the opening and closing times of the Garden Square as currently set out at 4.1 (b) above.
- 6.3 The Committee will meet quarterly (and will be given one month's notice of the date thereof) to review:
 - (a) logged management and maintenance activity against the Annual Management and Maintenance Programme;
 - (b) user feedback;
 - (c) proposals by the Freeholder for closures for any security, maintenance or cleansing or other purposes consistent with the Purpose and Objectives and the Freeholder's Obligations of more than 2 working days;
 - (d) Clause 6.2 (b) (vii) above.

7 CO-OPERATION

- 7.1 Where the annual Management Committee fails to pass a resolution to agree an item or matters under 6.2(a) or (b):
 - (a) that item or matters will be tabled for agreement at next Quarterly meeting
 - (b) where it is not agreed at that meeting (and it is not agreed to hold a further meeting to consider it again);

Kensington Forum Redevelopment

Garden Square Management Plan

- (i) the Committee members will appoint an expert for the purpose (and if the mediator is not agreed within 21 days, shall ask the President of the Centre for Effective Dispute Resolution to appoint a mediator)
 - (ii) the mediation will follow the Centre for Effective Dispute Resolution's Model Mediation Procedure
- (c) where such item or matters are not agreed following mediation:
- (i) any Committee member shall be entitled to refer it to an independent and suitable person holding appropriate professional qualifications; in the absence of agreement to that person within 21 days by the Committee, such person is to be appointed by or on behalf of the President for the time being of the Royal Institution of Chartered Surveyors and such person shall act as an expert whose decision shall be final and binding on the parties in the absence of manifest error.
 - (ii) such expert shall:
 - (aa) be subject to the express requirement that a decision be reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight days after the conclusion of any hearing that takes place or twenty-eight days after he or she has received any file or written representation;
 - (bb) act as an expert and not an arbitrator.
 - (cc) be required to give notice to each of the parties requiring them to submit to the expert within ten working days of notification of his or her appointment written submissions and supporting material and each party will be entitled to make a counter written submission within a further ten working days.

7.2 The Freeholder shall be responsible for the reasonable and properly incurred-costs of any Mediator and any Expert.

FOOTNOTE 1:

The proposed area of the re-arranged and consolidated Garden Square is as set out in the application documents – 2,702 sqm. This is greater than the current extent of the land protected by the London Squares Preservation Act 1931 following a Deed of re-arrangement in 1971. The further rearrangement and consolidation needs to be effected by a consent under Section 4 of the 1931 Act in order to give effect to the proposed Garden Square layout, which will be 2,702 sqm. The effect of the S.4 Order would be to designate this area as 1931 Act land so that 2,702 sqm will be the new extent of designated 1931 Act land.

IN WITNESS of which this Deed has been executed by the Parties as a deed and delivered on the day and year first above written.

**THE COMMON SEAL OF THE
GREATER LONDON AUTHORITY**

was hereunto affixed
in the presence of

A Duly Authorised Officer



EXECUTED as a DEED by
QUEENSGATE BOW PROPCO LIMITED
acting by a Director and its Secretary
or by two Directors

Director

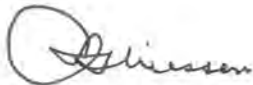


Director/Secretary



EXECUTED as a DEED by
QUEENSGATE BOW OPCO LIMITED
acting by a Director and its Secretary
or by two Directors

Director



Director/Secretary



EXECUTED as a **DEED** by
SOCIETE GENERALE, LONDON BRANCH

acting by  acting under

the authority of that company, in

the presence of:

Witness' signature: 

Witness' name: YASSIN ZOUAOUI

Witness' address: FLAT 6A CRANSTON COURT
56 BLENHEIM ROAD
LONDON W.12 7FF