

Private & Confidential

Dated 27 March 2026

TP PROPERTY COMPANY LIMITED	(1)
THE LORD MAYOR AND THE CITIZENS OF	
THE CITY OF WESTMINSTER	(2)
GREATER LONDON AUTHORITY	(3)

S106 AGREEMENT

relating to Development at Travis Perkins
Building, 149 Harrow Road, London W2 6NA

RN: 24/03600/FULL

Mishcon de Reya



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THIS AGREEMENT is made the *27* day of *March* Two Thousand and Twenty-Six

BETWEEN

- (1) **TP PROPERTY COMPANY LIMITED** a company incorporated and registered in England with company registration number 11579036 of Lodge Way House, Lodge Way, Lodge Farm Industrial Estate, Northampton NN5 7UA ("**Owner**");
- (2) **THE LORD MAYOR AND CITIZENS OF THE CITY OF WESTMINSTER** of City Hall, 64 Victoria Street London SW1E 6QP ("**City Council**"); and
- (3) **THE GREATER LONDON AUTHORITY** of City Hall, Kamal Churchie Way, London E16 1ZE ("**GLA**").

WHEREAS:

- (A) The Owner is at the date of this Agreement the freehold owner of the Site registered at the Land Registry under title number NGL891079.
- (B) The Planning Application was submitted to the City Council on 29 May 2024 in respect of the Site and the City Council's Strategic Planning Committee resolved to refuse to grant Planning Permission on 21st January 2025.
- (C) On 24 March 2025 the Mayor of London gave a direction to the City Council under the powers conferred by section 2A of the 1990 Act that the Mayor of London would act as the local planning authority for the purposes of determining the Planning Application.
- (D) At a representation hearing held on 25 November 2025 the Deputy Mayor for Planning, Regeneration and Skills acting on behalf of the Mayor of London resolved to approve the Planning Application and grant the Planning Permission subject to imposing conditions and prior completion of this Agreement to secure the planning obligations mentioned herein.
- (E) The GLA is a body established by the Greater London Authority Act 1999 and is entering into this Agreement on behalf of the Mayor of London.
- (F) 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 Agreement.
- (G) The City Council remains the local planning authority for the purposes of the Act and for the area in which the Site is located and both the City Council and the GLA are empowered to discharge and enforce the obligations in this Agreement. The City Council is also the highway authority for the purposes of the Highways Act 1980 and is the local authority for the purposes of the Greater London Council (General Powers) Act 1974, the Local Government Act 1972 and the Localism Act 2011.
- (H) The City Council confirms and acknowledges that the GLA has consulted with it as to the terms of this Agreement in accordance with section 2E of the 1990 Act.
- (I) The parties are satisfied that the planning obligations secured by this Agreement 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.
- (J) The parties have therefore agreed to enter into this Agreement to secure the planning obligations in this Agreement 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 or under them unless as otherwise specified in this Agreement.

THIS DEED WITNESSES the following:

1 INTERPRETATION

1.1 In this Agreement unless the context demands otherwise the following expressions shall have the meanings set out below:

- Academic Year** the period during which the Higher Education Institution holds classes and examinations from time to time such period being a minimum of 38 (thirty eight) weeks as at the date of this Agreement between 1 September and 31 May and including the Christmas and Easter holiday periods and "**Academic Years**" shall be construed accordingly;
- Act** the Town and Country Planning Act 1990;
- Additional Affordable Student Accommodation Units** shall have the same meaning as in Schedule 2 and "**Additional Affordable Student Accommodation Unit**" shall be construed accordingly;
- Affordable Rent Cap**
- (a) for the 2024 - 2025 Academic Year, annual rent costs for the Affordable Student Accommodation Units which do not exceed £7,341 (seven thousand three hundred and forty-one pounds) being 55 percent of the 2024/2025 maximum full-time student maintenance loan for living cost at the date of this Deed ("**Base Affordable Rent**");
 - (b) for the Academic Year of First Occupation of the Affordable Student Accommodation Units, annual rent costs for the Affordable Student Accommodation Units which do not exceed the last London Student Accommodation Affordable Rent level published by the GLA, provided that if the GLA has not updated the London Student Accommodation Affordable Rent in the last 3 (three) years then the rent cap at (d) shall apply instead;
 - (c) for every third Academic Year after the Academic Year of First Occupation of the Affordable Student Accommodation Units, annual rent costs for the Affordable Student Accommodation Units shall be calibrated back to the last London Student Accommodation Affordable Rent level published by the GLA, provided that if the GLA has not updated the London Student Accommodation Affordable Rent in the last 3 (three) years then the rent cap at (d) shall apply instead; and
 - (d) for Academic Years not being an Academic Year in (a), (b) or (c) above, annual rent costs for the Affordable Student Accommodation Units which do not exceed the Base Affordable Rent subject to the increase in CPIH since the date of this Deed;
- Affordable Student Accommodation** 30% (thirty per cent) of the Student Accommodation Units to be provided at the Site by the Owner which will be provided to Eligible Students during the Academic Year for the lifetime of

the Development in accordance with the Planning Permission and:

- (a) the provisions of paragraph 2 of Schedule 1;
- (b) for an annual rent that does not exceed the Affordable Rent Cap;
- (c) with the same package of services, utilities and facilities as are provided to Students occupying the Open Market Student Accommodation Units the cost of which shall be included in the annual rent detailed at paragraph (b) above;
- (d) with a level of internal fixtures and fittings that are the same as the Open Market Student Accommodation Units;

Affordable Housing Contribution

the sum of £3,523,406.00 (three million five hundred and twenty-three thousand four hundred and six pounds) Index Linked to be paid by the Owner to the City Council in accordance with paragraph 1.1(a) of Schedule 1 in lieu of 5% (five percent) Affordable Housing to be used by the City Council for the provision of, or improvements to existing, affordable housing (as defined in Annex 2 to the National Planning Policy Framework dated December 2024 (or any future guidance or initiative that replaces or supplements it)) elsewhere within the City Council's administrative area;

Affordable Student Accommodation Units

the 182 (one hundred and eighty two) Student Accommodation Units that are to be provided as Affordable Student Accommodation and "**Affordable Student Accommodation Unit**" shall be construed accordingly;

Approved

approved in writing by the City Council and/or the GLA (as applicable) "**Approval**" shall be construed accordingly;

Be Seen Defects Liability Period

such period of time following Practical Completion of a Building in which a contractor may remedy defects as may be included in the building contract for the relevant Building;

Bond

a bond in the name of an institution or bank acceptable to the Director of City Highways (acting reasonably) for a sum of one and a half times the reasonable cost of the City Council carrying out in full the Public Realm Highway Works and any works to the Site necessary to provide an acceptable structure and acceptable support for any proposed or existing public highway such sum to be altered:

- (a) within 1 (one) month after the issue of the Certificate of Substantial Completion to 10% (ten per cent) of the original sum; and
- (b) within 1 (one) month of issue of the Final Completion Certificate to zero; and
- (c) requiring within 5 (five) Working Days of any written request to do so the institution or bank to pay to the City

Council out of the bond in the circumstances set out in paragraph 2 of Annex 3 (excluding in both instances where this Agreement is determined) such reasonable sum of money as is certified by the Director of City Highways to be necessary to make good the respective default/s or breach/es of this Agreement on the part of the Owner (including their agents and the Contractor/s) in the form annexed hereto at Annex 3;

Canal Footway	a canal footway in front of the development site and under Bishops Bridge Road;
Canal Works	means collectively the Student Accommodation Canal Works and the CRT Canal Works;
Canal Works Maintenance and Management Plan	a plan detailing the management arrangements for the operation of the Canal Works and the maintenance standards and arrangements which will be undertaken to maintain the standards and quality of the Moorings in perpetuity;
Carbon Offset Contribution	the sum of £629,130.00 (six hundred and twenty nine thousand one hundred and thirty pounds) Index Linked to be paid by the Owner to the City Council in accordance with paragraph 1.1 of Schedule 1 to be used by the City Council on carbon off-setting projects within the City of Westminster;
Category A Fit Out	<p>the main structural elements of the Community Space provided with base-build mechanical and electrical services together with but not limited to:</p> <ul style="list-style-type: none">(a) floors;(b) wall finishes;(c) soffit finishes;(d) lighting;(e) ventilation;(f) heating and power;
Category B Fit Out	<p>the main structural elements of the Community Space provided with base-build mechanical and electrical services, Category A Fit Out together with but not limited to:</p> <ul style="list-style-type: none">(a) internal partitions;(b) kitchen;(c) toilets;(d) breakout and reception areas;(e) furniture;

	and other internal fixtures and fitting as are appropriate to facilitate first occupation of the Community Space;
Certificate of Substantial Completion	<p>the respective certificates issued by or on behalf of the Owner confirming that:</p> <ul style="list-style-type: none">(a) the Public Realm Highway Works are substantially complete; and/or(b) the Off-Site Public Realm Works are substantially complete;
Commencement of Development	the date upon which a material operation as defined in Section 56(4) of the Act shall be commenced in respect of the Development but excluding always the Demolition Works or any part of them, and the words " Commence " and " Commenced " shall be construed accordingly;
Community Space	the floorspace area of 46 square metres (GIA) identified on Plan 4 to be made available for appropriate cultural or community uses and charged at a peppercorn rent, to the community for the lifetime of the Development, in accordance with the Community Use Plan;
Community Space Manager	The Paddington Partnership of 7 Praed St, Tyburnia, London W2 1NJ or such other body or group that may be first approved by the City Council in writing who will be responsible for managing the Community Space, facilitating the residents forum and the interests of all population groups are properly taken into account in the planning and programming of Community Space events;
Contract	a contract or contracts for all or part of the Public Realm Highway Works;
Contractor	a firm company or individual with whom the Contract is entered into by or on behalf of the Owner for carrying out of the Public Realm Highway Works;
Contributions	collectively the Affordable Housing Contribution, the Carbon Offset Contribution, the Cycle Hire Docking Station Contribution, the Employment and Skills Contribution, the Off-Site Highways Works Contribution, and the Tree Contribution and " Contribution " shall be construed accordingly;
Construction Period	the period between the Commencement of Development and Practical Completion;
CRT	the Canal & Riverside Trust (Company No. 07807276) whose registered office is at National Waterways Museum Ellesmere Port, South Pier Road, Ellesmere Port, Cheshire, England, CH65 4FW;
CRT Canal Land	the section of canal side path owned by CRT as shown shaded blue on Plan 9;

CRT Canal Works	<p>works to be carried out by the Owner on the CRT Canal Land to include:</p> <ul style="list-style-type: none">(a) Railings from moorings to continue under the Bishop's Bridge Road positioned hard up against the canal for safety.(b) Reposition of the bubble barrier including burying the connecting pipework.(c) Removal of existing gate blocking the path to the south side of Bishops Bridge Road.(d) Paving continued from existing pathway under the bridge.(e) Public art / mural under the bridge.(f) Improved lighting under the bridge including illumination of the proposed artwork/mural;(g) recessed Mooring rings; <p>the detail of which shall be approved pursuant to planning conditions 59, 70, 72 and/or 77 of the Planning Permission;</p>
Cycle Hire Docking Station Contribution	<p>the sum of £200,000.00 (two hundred thousand pounds) Index Linked to be paid by the Owner to the City Council in accordance with paragraph 1.1 of Schedule 1 towards a new cycle hire docking station or enlargement of an existing docking station within the vicinity of the Development;</p>
Dedication Agreement	<p>the deed of dedication substantially in the form annexed hereto in Annex 6;</p>
Dedication Land	<p>the land indicatively shaded red on Plan 6;</p>
Dedication Works	<p>the works to a standard acceptable to the Director of City Highways to match the adjoining highway to create a suitable highway maintainable by the Highway Authority;</p>
Defects Liability Period	<p>a period of 24 (twenty-four) months from the date of issue of the Certificate of Substantial Completion or such further period until the date of issue of the Final Completion Certificate required by the Director of City Highways to enable the Owner to make good any defects in the Public Realm Highway Works;</p>
Development	<p>the development authorised by the Planning Permission, namely demolition of existing Travis Perkins building(s) at 149-157 Harrow Road, erection of a building (plus basement) between 4 and 20 storeys in height, comprising the re-provision of Travis Perkins builders merchant (Sui Generis) at ground and mezzanine floor and the development of purpose-built student accommodation (Sui Generis) and community space (Sui Generis), together with the creation of a canal side path with landscaping and a retained gable wall end. Alterations to hard and soft landscaping and trees. Provision of cycle</p>

parking and car parking for the Travis Perkins Builders Merchant. Shift location of bus stop shelter to rear of pavement on Harrow Road frontage. Use of roofs as terraces. Installation of plant equipment and other associated works, including canal mooring and edge alterations and a new public walkway under Bishops Bridge Road bridge;

Demolition Works	the taking down of the structure of the existing buildings at the Site or any part thereof including without limitation site clearance the erection of fencing and or hoarding the creation of a site compound or other means of enclosure for the purposes of site security operations in connection with site investigation (including site surveys and ground investigations) creation of temporary accesses archaeological investigations and works including the preservation and removal of archaeological artefacts decontamination works removal of hazardous substances site preparation including earth moving and laying of sewers and services and " Demolition " shall be construed accordingly;
Demolition Period	the period between the start of the Demolition Works and the Commencement of Development;
Director of Planning	the City Council's Director of Town Planning and Building Control or such other proper officer of the City Council responsible for planning functions and the word "Director" shall be construed accordingly;
Director of City Highways	such proper officer of the City Council responsible for highways functions;
Eligible Student	those Students who are eligible for the income assessed element of a UK government funded maintenance loan for living expenses for the Academic Year that they are in occupation of Student Accommodation and " Eligible Students " shall be construed accordingly;
Employment and Skills Contribution	a financial contribution of £682,717.50 (six hundred and eighty two thousand seven hundred and seventeen pounds and fifty pence) Index Linked paid by the Owner to the City Council in accordance with paragraph 1.1 of Schedule 1 to be used by the City Council towards initiatives that provide local employment, training opportunities and skills development and supporting the Westminster Employment Service for the benefit of Local Residents;
Employment and Skills Plan	a written plan submitted by the Owner to the City Council which promotes and facilitates within the City of Westminster provision of employment, training and apprenticeship opportunities created by the Development during the Demolition Period, the Construction Period and the End Use Period of the Development for Local Residents which shall be prepared in accordance with the City Council's "Inclusive Local Economy & Employment" guidance and such other policy guidance as is adopted by the City Council from time to time, in accordance with paragraph 12.1 of Schedule 1;

End Use Period	the period commencing upon Occupation in which tenants of the Development are in Occupation for the use(s) secured pursuant to the Planning Permission;
Estimated Checking Fee	such costs (including technical administrative procedural and legal costs) as are estimated by the Director of City Highways to be the fees of the checking and approving the design of the Highways Works by officers;
Estimated Cost	such sum of money as is stated in writing by the Director of City Highways to be the estimated costs and associated costs of carrying out the Public Realm Highway Works;
Estimated Monitoring Fee	such sum of money as is stated in writing by the Director of City Highways to be the costs and associated costs connected with the City Council checking and agreeing and approving matters related to and monitoring the carrying out of the Public Realm Highway Works and connected with assisting in making and the confirmation (and/or seeking the confirmation) of applications for consents and traffic management orders;
Estimated Date of Practical Completion	the date upon which the Owner estimates that the Development will reach Practical Completion;
Expert	an independent person of at least 10 (ten) years standing in the area of expertise relevant to the dispute to be agreed between the parties to this Agreement or, failing agreement, to be nominated at the request and option of any of them, at their joint expense, by or on behalf of the President for the time being of the Law Society of England and Wales;
Final Completion Certificate	the completion certificate to be issued by the Director of City Highways pursuant to paragraph 4 of Schedule 5;
First Occupation	the first Occupation of the Student Accommodation or the Travis Perkins Builders Merchants (as applicable);
Higher Education Institution	an education institution recognised by the Office for Students (or its successor in function) on its register of higher education providers that provides a designated course that has been approved by the Department for Education (or its successor body) for higher education study which allows Students to apply for government financed student loans and which for the avoidance of doubt includes King's College London;
Highways Agreement	an agreement or agreements between the Owner and the City Council as the highway authority pursuant to sections 38, 72 and 278 (as applicable) of the Highways Act 1980 and other relevant enabling powers for securing the carrying out and completion of the Public Realm Highway Works by the Owner and under which the Owner covenants to pay for the City Council's reasonable costs in producing a detailed design of the Public Realm Highway Works;
Index Linked	the increasing of a sum by reference to the All Items Index of Retail Prices issued by the Office for National Statistics (the comparison being between the Index published in the month preceding that in which this Agreement is completed and the

Index published in the month preceding the applicable later date);

Insurance Policy

insurance policy or policies (as the case maybe) with insurers insuring up until the issue of the Final Completion Certificate against all liability loss damage demand and proceedings whatsoever relating to property or persons arising under any statutory law or at common law in connection with the Public Realm Highway Works and/or any defect which shall include:

- (a) employer's liability insurance with indemnity cover of at least £10,000,000.00 (ten million) in respect of any one claim; and
- (b) public liability insurance with indemnity cover of at least £10,000,000.00 (ten million) in respect of any one claim; and
- (c) professional indemnity insurance with indemnity cover of at least £5,000,000.00 (five million) in respect of any one claim;

Local Residents

in relation to the Employment and Skills Plan and the Employment and Skills Contribution residents within the City Council's administrative area who shall be given priority, followed by residents of boroughs in the "Construction Careers Program", which include the City of London, Camden, Islington, Southwark, Lambeth, Wandsworth and Kensington and Chelsea;

Methodology of Works

the Owner's detailed method statement for the Public Realm Highway Works;

Moorings

3 mooring fixtures including charging points and a boundary fence with access points for operational boats within the area shown shaded red on Plan 8 and the detail of which shall be approved pursuant to planning condition 70 of the Planning Permission;

Nominations Agreement

an agreement to be entered into between the Owner and one or more Higher Education Institutions which grants rights to the Higher Education Institution to nominate any of its Students to become Occupants of Nomination Units in a form that is to the City Council's reasonable satisfaction;

Nominations Units

at least 309 (three hundred and nine) of Student Accommodation Units and the Nomination Units shall:

- (a) comprise at least 51% (fifty-one percent) of the Student Accommodation Units; and
- (b) at least comprise all of the Affordable Student Accommodation Units and any Additional Affordable Student Accommodation Units;

Non-Student

any person who is not a Student and "Non-Students" shall be construed accordingly;

Non Student Short Lets	a let of the Student Accommodation to a Non-Student within the Residual Period;
Notice of Commencement	a written notice containing details of the date estimated by the Owner to the City Council as being the date of the Commencement of Development;
Occupation	occupation of the Site for the purposes permitted by the Planning Permission and excludes occupation for the purposes of demolition, construction, internal and external refurbishment, decoration, fitting out, marketing, security or any other activity preparatory to the use for the purposes permitted by the Planning Permission and " Occupy " and " Occupied " and " Occupiers " shall be construed accordingly;
Office for Students	the regulator and competition authority for the higher education sector in England;
Off-Site Public Realm Works	the works set out in Part B of Schedule 7 to be carried out by the Owner in the areas shown on Plan 3;
Off-Site Public Realm Works Contribution	<p>the sum of £14,375.00 (fourteen thousand three hundred and seventy five pounds) Index Linked to be paid by the Owner to the City Council in accordance with paragraph 1.1 of Schedule 1 to be used by the City Council towards procuring at its discretion the following works:</p> <ul style="list-style-type: none">(a) Repositioning of existing bench closest to Bishops Bridge Road to on the canalside path opposite Brunel Building;(b) Rembrandt Garden signage;
Off-Site Public Realm Works Scheme	<p>a scheme to be prepared by the Owner and submitted to the City Council detailing:</p> <ul style="list-style-type: none">(a) the Off-Site Public Realm Works;(b) the precise locations where the Off-Site Public Realm Works will be implemented;(c) a programme of implementation and delivery relating to the Off-Site Public Realm Works;
Open Market Student Accommodation	the Student Accommodation that is not provided as Affordable Student Accommodation or Additional Affordable Student Accommodation Units;
Open Market Student Accommodation Units	the 423 (four hundred and twenty three) student accommodation units to be provided at the Site which are not provided as Affordable Student Accommodation and " Open Market Student Accommodation Unit " shall be construed accordingly;
Operational Fund	means £50,000 (fifty thousand pounds) Index Linked to be paid to the City Council and held by the City Council for up to 5 (five) years from the date of Occupation of the Development to be applied towards the implementation of any highway measures

that the Director of City Highways directs are required (in the Director of City Highways' absolute discretion) in order to mitigate impacts arising from queuing on the highway as a consequence of the operation of the Development or other impacts observed through the Post Occupation Traffic Monitoring (and such measures may include enforcement CCTV);

Parking Permit

any residential permit that may authorise the parking of a vehicle on-street during controlled hours pursuant to the terms and conditions of the permit, with the exception of:

- (a) any disabled badge ('Westminster white badge') issued by the City Council pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970 or
- (b) any blue badge issued by the City Council to a doctor of medicine;

Plan 1

the plan annexed to this Agreement at Annex 7 with reference "1808-MAK-PA3001" showing the Site;

Plan 2

the plan annexed to this Agreement at Annex 8 with reference "1808-MAK-PA3002" showing the extent of the Public Realm Highway Works;

Plan 3

the plan annexed to this Agreement at Annex 9 with reference "1808-MAK-PA3003" showing the extent of the Off-Site Public Realm Works;

Plan 4

the plan annexed to this Agreement at Annex 10 with reference "1808-MAK-PA3004" showing the Community Space;

Plan 5

the plan annexed to this Agreement at Annex 11 with reference "1808-MAK-PA3005" showing the Walkway;

Plan 6

the plan annexed to this Agreement at Annex 12 with reference "1808-MAK-PA3006" showing the Dedication Land;

Plan 7

the plan annexed to this Agreement at Annex 13 with reference "1808-MAK-PA3007" showing the proposed location of the trees as referred to in the Tree Protection Plan;

Plan 8

the plan annexed to this Agreement at Annex 14 with reference "1808-MAK-PA3008" showing the proposed location of the Moorings;

Plan 9

the plan annexed to this Agreement at Annex 15 with reference "1808-MAK-PA3009" showing the CRT Canal Land and the Student Accommodation Canal Land;

Planning Application

the planning application for the Development registered by the City Council under reference number 24/03600/FULL and the GLA under reference 2025/0212/S3;

Planning Permission

a planning permission to be granted by the GLA for the Development granted pursuant to the Planning Application;

Post Occupation Traffic Monitoring	Post Occupation Traffic Monitoring of the Development procured by the Owner in accordance with the Post Occupation Traffic Monitoring Scheme;
Post Occupation Traffic Monitoring Scheme	a scheme for the Post Occupation Traffic Monitoring of the roads in the vicinity of Development to assess whether there are queuing or other impacts arising from the operation of the Development such monitoring to be procured by the Owner following the date of Occupation of the Development for a period of 3 (three) years such scheme to include details of the method of monitoring, time of day and proposed frequency, together with timescales for the submission of the results of the Post Occupation Traffic Monitoring to the Director of City Highways;
Practical Completion	the date when the Development (or relevant part of the Development as the case may be) is certified by the relevant contractor, agent or architect who is responsible for constructing the Development as having reached the stage of practical completion;
Programme of Works	the Owner's detailed programme for the Public Realm Highway Works;
Public Art	public art to the minimum value of £125,000.00 (one hundred and twenty five thousand pounds) index linked to be provided in accordance with paragraph 13 of Schedule 1;
Public London Charter	the London Plan Guidance "Public London Charter" dated September 2021;
Public Realm Highway Works	the works set out in Part A of Schedule 6 to be carried out in the area shown on Plan 2 which are to be carried out within the public highway and secured through the completion of a Highways Agreement;
Residual Period	unless otherwise agreed in writing with the City Council, the period outside of the Academic Year from time to time comprising a continuous period of no more than 14 (fourteen) weeks in any calendar year;
Second Written Notification	has the meaning given in paragraph 4.1(b) of Schedule 1;
Section 106 Monitoring Officer	the City Council's Officer as designated from time to time with monitoring functions in relation to planning obligations under Section 106 of the Act;
Section 106 Monitoring Fee	the sum of £5,500.00 (five thousand and five hundred pounds) being the Owner's total contribution towards the costs incurred or to be incurred by the City Council in project managing the implementation of planning obligations under Section 106 of the Act to include monitoring, keeping of appropriate data and mechanisms up to date and related staff cost;
Site	all that land and buildings known as Travis Perkins Building, 149 Harrow Road, London W2 6NA and shown for identification purposes edged red on Plan 1;

Student	any student enrolled on full time educational courses, affiliated with King's College London or one or more other Higher Education Institution as Approved by the City Council in writing and " Students " shall be construed accordingly;
Student Accommodation	that part of the Development to be occupied exclusively by Students and Student Support including all student amenity spaces and which includes the Student Accommodation Units which shall also be made available to Non-Students during the Residual Period;
Student Accommodation Canal Land	the section of canal side path owned by the Owner as shown shaded red on Plan 9;
Student Accommodation Canal Works	works to be carried out by the Owner on the Student Accommodation Canal Land to include the following: <ul style="list-style-type: none">(a) 1100mm high railings set back 500mm from the water's edge;(b) secure lockable access gates to either end of the length of Moorings;(c) loading doors created within the retained gable wall with access to the operational Moorings;(d) new structure to support the retained gable end with neighbouring precast concrete wall providing a viewing point to the canal, to include signage and lighting;(e) precast concrete wall has the potential to include a plaque on top marking the history of the site and the surrounding area. It also has a mooring ring and electric mooring point;(f) additional service ducts and electrical connections/charging points;(g) planters against the railings to the north and south ends of the site enclosing the site for visual screening and security;
	the detail of which shall be approved pursuant to planning conditions 29, 30, 34 and/or 70 of the Planning Permission;
Student Accommodation Development	the part of the Development comprising the Student Accommodation and Community Space;
Student Accommodation Development Land	that part of the Site where the Student Accommodation Development will be provided in accordance with the Planning Permission;
Student Accommodation Management Plan	the management plan submitted with the Planning Application which includes the details for the logistics and coordination of Students moving in and out of the Student Accommodation, the provision of 24/7 security, the management of noise, disturbance and anti-social behaviour, the prevention of

Students bringing private vehicles to the Site and the provision of Student Support within the Student Accommodation as appended to this Agreement at Annex 4;

Student Accommodation Travel Plan

means a travel plan for the Student Accommodation to be submitted by the Owner to the City Council for its approval pursuant a condition to the Planning Permission and which shall comply with TfL's best practice as shall apply at the date of submission of the travel plan and which shall include the information and measures set out at paragraph 9.4 of Schedule 1 and include measures:

- (a) to appoint a travel plan co-ordinator whose appointment shall be prior to the Student Accommodation being Occupied;
- (b) to influence positively the travel behaviour of Occupiers by promoting sustainable modes of travel;
- (c) to provide cycle spaces in accessible locations within the Development, and such other measures as may be agreed between the City Council and the Owner;

Student Accommodation Units

the 605 (six hundred and five) units of Student Accommodation which comprises the Affordable Student Accommodation Units and the Open Market Student Accommodation Units (including any Open Market Student Accommodation Units which are converted to Additional Affordable Student Accommodation Units) "**Student Accommodation Unit**" shall be construed accordingly;

Student Support

persons employed by a bona fide Higher Education Institution or management company for the Student Accommodation whose presence is necessary for the pastoral care of Students occupying the Student Accommodation;

Summer Lettings Policy

the policy for the letting of the Student Accommodation outside of the Academic Year by academic visitors and by conference and summer school delegates;

Sustainable Transport Fund

means £50,000 (fifty thousand pounds) Index Linked to be paid to the City Council and held for 3 (three) years from the date of Occupation of the first Student Accommodation Unit to be applied towards the implementation of any additional measures in order to meet the objectives set out in the Student Accommodation Travel Plan;

Threshold Checking Fee

such reasonable sum and being the cost to the City Council of the Director of City Highways carrying out his duties under paragraphs 1 and 2 of Schedule 4 to this Agreement;

Threshold Levels

the interface levels between the Development and the existing public highway;

TP Development	the part of the Development comprising the reprovision of Travis Perkins builders merchant at ground and mezzanine floor;
TP Development Land	that part of the Site where the TP Development will be provided in accordance with the Planning Permission;
Travis Perkins Builders Merchants	the provision of the Travis Perkins building at the Site in accordance with the Planning Permission;
Tree Contribution	the sum of £100,000.00 (one hundred thousand pounds) Index Linked paid by the Owner to the City Council towards the planting of a new street tree within the vicinity of the Site;
Tree Protection Plan	a plan for protection of trees T5 and T6 as shown on Plan 7;
Walkway	the area shaded red on Plan 5;
Walkways Agreement	the agreement entered into between the Owner (or the owner of the Walkway were different) and the City Council pursuant to section 35 of the Highways Act 1980 in accordance with paragraph 3 of Schedule 1 to secure the public access along the section of the canal towpath under the Bridge as shown on Plan 5 in accordance with the Public London Charter; to include details relating to access arrangements to the walkway, arrangements for security, maintenance and management of the walkway substantially the form as attached at Annex 2;
Working Days	Monday to Friday excluding bank holidays and other public holidays.

- 1.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 1.3 Words of the masculine gender include the feminine and neuter genders and words denoting natural persons include companies the GLA the City Council and firms and all such words shall be construed interchangeably in that manner.
- 1.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally against each individually unless there is an express provision otherwise.
- 1.5 Words denoting an obligation on a party to do any act manner or thing include an obligation to procure that it be done and any words placing a party under a restriction include an obligation not to cause permit or suffer any infringement of that restriction.
- 1.6 The word "including" shall be construed without prejudice to the generality of the words preceding it.
- 1.7 Any reference to an Act of Parliament shall include any modification extension or re-enactment thereof for the time being in force and shall include all instruments orders plans regulations permissions and directions for the time being made issued or given thereunder or deriving validity therefrom.

1.8 Headings in this Agreement are for reference purposes only and are not incorporated into this Agreement and shall not be deemed to be an indication of the meaning of the parts of the Agreement to which they relate.

1.9 Where the agreement approval consent or expression of satisfaction is required from the City Council under the terms of this Agreement such agreement approval consent or expression of satisfaction shall not be unreasonably withheld or delayed.

2 LEGAL EFFECT

2.1 To the extent that the obligations in this Agreement are capable of being so made, they are made pursuant to Section 106 of the Act but otherwise pursuant to Section 16 of the Greater London Council (General Powers) Act 1974, Section 111 of the Local Government Act 1972, Section 247 of the Act, Sections 278 of the Highways Act 1980 the Localism Act 2011 and all other powers enabling and the obligations and covenants herein contained:

- (a) are covenants and planning obligations to which these statutory provisions apply; and
- (b) relate to the Site; and
- (c) are enforceable by the GLA and the City Council each as the local planning authority; and
- (d) are for the purposes of regulation 122 of the Community Infrastructure Levy Regulations 2010 necessary, directly related to the Development, and fairly and reasonably related in scale and kind.

2.2 The obligations in this Agreement shall be binding on the Owner together with its successors in title and assigns and those deriving title under them PROVIDED THAT no person shall be liable for any breach of any covenant or obligation contained in this Agreement after it has parted with all of its interest in the Site or in the part of the Site to which the relevant obligation relates save in relation to any antecedent breach prior to parting with such interest.

2.3 Notwithstanding clause 2.2 of this Agreement:

- (a) the obligations under this Agreement shall not be enforceable against:-
 - (i) Students;
 - (ii) any individual tenant or occupier of the Student Accommodation;
 - (iii) any mortgagee or chargee unless it takes possession of the Site pursuant to the terms of the mortgage or charge in which case it will be bound by the obligations as if it were a person deriving title from the Owner;
 - (iv) any statutory undertaker or public authority which acquires any part of the Site or an interest in it for the purposes of its statutory function or function;
- (b) the obligations in paragraph 2, paragraph 4, paragraph 7 and paragraph 9 of Schedule 1 and in Schedule 2 shall not be enforceable against a person who only has an interest in the Site in respect of the TP Development Land.

2.4 References in this Agreement to the City Council and the GLA shall include any successor to their statutory functions.

2.5 Nothing in this Agreement shall fetter prejudice or affect any provisions rights powers duties and obligations of the City Council or the GLA in the exercise of its functions as a local planning authority for the purposes of the Act or otherwise as a local authority.

- 2.6 No waiver (whether express or implied) by the GLA or the City Council of any breach or default in performing or observing any of the covenants terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the City Council from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default.
- 2.7 If any provision in this Agreement shall in whole or in part be found (for whatever reason) to be invalid or unenforceable then such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.
- 2.8 Nothing in this Agreement grants planning permission or any other approval consent or permission required from the GLA or the City Council in the exercise of any other statutory function.
- 2.9 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission or specified in a section 73 application to which clause 2.11 below applies) granted (whether or not on appeal) after the date of this Agreement.
- 2.10 All parties to this Agreement acknowledge that they are under a duty to act reasonably and (without prejudice to generality) if any certificate consent permission expression of satisfaction or other Approval is due from one party to another or any person on their behalf under the terms of this Agreement it shall not be unreasonably withheld or delayed.
- 2.11 In the event that an application is made pursuant to Section 73 of the Act for an amendment to the Planning Permission and planning permission is granted in respect of the application (and the City Council is satisfied in its absolute discretion that no revised planning obligations are required as a result of such amendment) references to Planning Permission in this Agreement shall be to the new planning permission granted pursuant to Section 73 of the Act and this Agreement shall apply to and remain in full force in respect of that new planning permission without the need for a further agreement to be entered into pursuant to Section 106 of the Act.
- 2.12 The City Council will upon the written request of the Owner at any time after the covenants or obligations contained in this Agreement have been fully discharged or performed issue written confirmation to that effect.
- 2.13 Following the performance and satisfaction of all the obligations contained in this Agreement the City Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.

3 COMMENCEMENT

- 3.1 Save for clause 5.1(b), 5.1(c) and 5.1(d) of this Agreement (which shall take effect on completion of this Agreement) the obligations in this Agreement are conditional:-

- (a) on the issue of the Planning Permission by the GLA; and
- (b) Commencement of Development

save for instances where express provision is made for a covenant or obligation to be performed prior to the Commencement of Development in which case the relevant provision shall take effect from the issue of the Planning Permission by the GLA but shall not be enforceable until the Commencement of Development.

- 3.2 If the Planning Permission is quashed or expires before Commencement of the Development or is revoked without agreement the obligations in this Agreement shall (save for clause 5.1(b) or obligations which have fallen due) shall cease to have effect.

4 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

It is hereby agreed between the parties that the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no person other than the parties to this Agreement (and any successors in title assigns or successor bodies) shall have any rights under or be able to enforce the provisions of this Agreement.

5 COVENANTS

5.1 The Owner covenants with the GLA and the City Council:

- (a) to observe and perform and cause to be observed and performed the undertakings covenants and restrictions contained in the Schedules to this Agreement; and
- (b) that the Owner will pay on completion of this Agreement the GLA's and the City Council's legal costs and disbursements in connection with the preparation and negotiation of this Agreement; and
- (c) that the Owner will give Notice of Commencement to the Section 106 Monitoring Officer at least 14 (fourteen) days prior to Commencement of Development;
- (d) that the Owner will pay on completion of this Agreement the Section 106 Monitoring Fee for the monitoring of the obligations as set out in this Agreement; and
- (e) that the Owner will give notice of First Occupation to the Section 106 Monitoring Officer at least 14 (fourteen) days prior to First Occupation.

5.2 The GLA and the City Council covenant with the Owner to observe and perform and cause to be observed and performed the obligations covenants undertakings and restrictions on its part (including for the avoidance of doubt those expressed to be on the part of the Director of Planning and/or the Director of City Highways) contained or referred to in this Agreement.

6 INDEXATION

All payments to be made under this Agreement to the City Council shall be Index Linked from the date hereof to the date that payment is made.

7 NOTICES

7.1 All notices served under or in connection with this Agreement shall be deemed to have been properly served if sent by recorded or special delivery to the principal address or registered office (as appropriate) of the relevant party.

7.2 The provisions of section 196 of the Law of Property Act 1925 shall apply to any notice to be served under or in connection with this Agreement and any notice to:

- (a) The GLA shall be sent to the address for the GLA given on page 1 of this Agreement or any other address previously notified by the GLA in writing;
- (b) The City Council shall be in writing and unless stated otherwise shall be addressed to the Section 106 Monitoring Officer within the Directorate of Policy, Performance & Communications City Hall, 64 Victoria Street, London SW1E 6QP and shall cite the Planning Application reference number.

- (c) The Owner shall be in writing and addressed to the Company Secretary of TP PROPERTY COMPANY LIMITED at Lodge Way House, Lodge Way, Lodge Farm Industrial Estate, Northampton NN5 7UA

8 OPTION FOR OWNER TO UNDERTAKE THE PUBLIC REALM HIGHWAY WORKS

- 8.1 Where it has been agreed in writing between the Director of City Highways and the Owner at least 16 (sixteen) weeks prior to commencement of the Public Realm Highway Works that the Owner will undertake the Public Realm Highway Works the covenants obligations undertakings and restrictions relating to Public Realm Highway Works in Schedule 4 and Schedule 5 of this Agreement shall apply.
- 8.2 Where it has been agreed in writing between the Director of City Highways and the Owner at least 16 (sixteen) weeks prior to commencement of the Public Realm Highway Works that the City Council will undertake the Public Realm Highway Works itself, the covenants obligations undertakings and restrictions relating to the Public Realm Highway Works in Schedule 4 and Schedule 6 of this Agreement shall apply.

9 LOCAL LAND CHARGES

This Agreement shall be registered as a local land charge by the City Council.

10 JURISDICTION

This Agreement is governed by the law of England and Wales and the parties agree in the case of a dispute not capable of being resolved by them to submit to the jurisdiction of English Court.

11 ELECTRONIC EXECUTION AND COMPLETION

- 11.1 The parties each hereby agree that:
 - (a) for the purposes of the execution of this Agreement an electronically affixed seal and/or electronic or scanned signature (duly attested/authenticated/witnessed in accordance with the relevant execution block) shall be accepted by each party in lieu of a wet-ink signature and/or physically affixed seal (as applicable) for the purposes of the lawful execution of this document; and
 - (b) plans and other appendices (as applicable) may be electronically signed/initialled; and
 - (c) this Agreement may be electronically dated and completed; and
 - (d) further to completion of this Agreement each party will accept an electronic copy of the executed and completed Agreement in lieu of a hardcopy document.

12 DISPUTE PROVISIONS

- 12.1 Save in respect of matters referred to an Expert in accordance with clause 13, before any party resorts to dispute resolution under clauses 12.1 to 12.6 they shall first have used reasonable endeavours for 1 (one) month to meet the other parties and resolve the relevant dispute and for this purpose each party shall nominate an appropriate senior representative from within their respective organisations to participate.
- 12.2 In the event of any dispute or difference arising between the parties arising out of this Agreement such dispute or difference may be referred to an expert being an independent and fit person holding appropriate professional qualifications to be appointed (in the absence of agreement) by the President (or equivalent person) for the time being of the professional body chiefly relevant in England to such qualification (the "Expert").

- 12.3 Subject to clause 12.4, the Parties shall jointly appoint the Expert no later than 10 (ten) working days after service of a request in writing by either Party to do so.
- 12.4 In the absence of agreement between the parties to the dispute or difference as to the professional qualifications of the Expert to be appointed pursuant to clause 12.3 or as to the appropriate professional body within 10 working days after any party has given to the other parties to the dispute or difference a written request to concur in the professional qualifications of the Expert to be appointed pursuant to clause 12.2 then the question of the appropriate qualifications or professional body shall be referred to a solicitor to be appointed by the President for the time being of the Law Society of England and Wales on the application of any party to the dispute or difference and such solicitor shall act as an expert and his decision as to the professional qualifications of such person or as to the appropriate professional body shall be final and binding on the parties to the dispute or difference and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties to the dispute or difference in equal shares.
- 12.5 The Expert shall act as an expert and not as an arbitrator and his reasonable costs shall be at his discretion and the Expert shall be appointed subject to an express requirement that he reaches his decision (to which the parties will be bound save in the case of manifest material error) and communicates 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 30 (thirty) working days from the date of his appointment to act and he shall issue directions to the parties as to programme in order to meet this timescale.
- 12.6 This clause 12 shall not fetter either Parties discretion in respect of legal recourse.

13 APPROVALS

Where the approval of the City Council is required pursuant to this Agreement and the City Council has not notified the Owner in writing whether or not it Approves any of the details to be submitted by the Owner pursuant to this Agreement (and if it does not Approve it, the reason(s) why it is not Approved) within 20 (twenty) days of receipt or, where the City Council is approving in consultation with another party including TfL, within 30 (thirty) days (or such shorter period as may be specified in this Agreement) the matter may be referred to an expert for determination in accordance with clause 12 and references to the date on which details were Approved shall be deemed to refer to the date on which those details were determined in accordance with clause 12.

SCHEDULE 1

DEVELOPMENT COVENANTS AND OBLIGATIONS

1 PAYMENT OF CONTRIBUTIONS

1.1 The Owner covenants not to Commence the Development unless and until:

- (a) the Affordable Housing Contribution has been paid in full to the City Council;
- (b) the Carbon Offset Contribution has been paid in full to the City Council;
- (c) the Employment and Skills Contribution has been paid in full to the City Council;
- (d) the Tree Contribution has been paid in full to the City Council;
- (e) the Cycle Hire Docking Station Contribution has been paid in full to the City Council;
and
- (f) the Off-Site Public Realm Works Contribution has been paid in full to the City Council.

2 STUDENT ACCOMMODATION

2.1 The Owner covenants with the GLA and the City Council to let the Student Accommodation in accordance with the Student Accommodation Management Plan or as amended with the written approval of the City Council for the lifetime of the Student Accommodation Development.

2.2 The Owner covenants:

- (a) not to permit First Occupation of the Open Market Student Accommodation Units unless tenancy agreements are in place in relation to the Affordable Student Accommodation Units by the first day of the first Academic Year (unless otherwise agreed in writing by the City Council);
- (b) not to Occupy the Student Accommodation Units unless and until:
 - (i) the Owner has entered into a Nominations Agreement to let the Affordable Student Accommodation Units and any Additional Affordable Student Accommodation Units to Eligible Students; and
 - (ii) the City Council has provided written confirmation that it is satisfied that the Owner has used reasonable endeavours to enter into a Nominations Agreement for the relevant proportion of the Open Market Student Accommodation Units;
- (c) not to let the Affordable Student Accommodation Units for more than the Affordable Rent Cap;
- (d) to provide to the City Council prior to commencement of each Academic Year:
 - (i) the number of Affordable Student Accommodation Units to be let to Eligible Students and the annual rents to be collected in the forthcoming Year;
 - (ii) with such further information as is required to ensure that the Affordable Student Accommodation has been let to Eligible Students in accordance with the Nominations Agreement;

- (e) to construct the Affordable Student Accommodation to the same design and accessibility standards as the Open Market Student Accommodation and in accordance with the Planning Permission;
- (f) to ensure that Affordable Student Accommodation is distributed in units across different floors and within various cluster flat configurations to ensure that students living in Affordable Student Accommodation have access to the same amenities and views as those available to students in the Open Market Student Accommodation;
- (g) to ensure that the Affordable Student Accommodation Units are:
 - (i) only Occupied as Affordable Student Accommodation during each Academic Year; and
 - (ii) not Occupied for any purpose other than as Affordable Student Accommodation during each Academic Year.

2.3 The Owner covenants:

- (a) not to cause or permit the Student Accommodation Development to be residentially Occupied other than by Students who are in full time education on a course of 1 (one) year or more provided by a Higher Education Institution (SAVE FOR use outside of the Academic Year by academic visitors and by conference and summer school delegates);
- (b) to submit the Summer Lettings Policy to the City Council within 12 (twelve) months of Commencement of Development and not to Occupy the Student Accommodation Development unless and until the Summer Lettings Policy has been Approved by the City Council in writing (unless otherwise agreed in writing by the City Council);
- (c) not to cause or permit the Student Accommodation Development to be residentially Occupied outside of the Academic Year other than in accordance with the Summer Lettings Policy approved by the City Council pursuant to paragraph 2.3(b) together with any variations that may be approved by the City Council from time to time.

3 WALKWAYS AGREEMENT AND CANAL WALKWAY

3.1 The Owner covenants:

- (a) not to Commence the Development until it has provided a letter of comfort from CRT to evidence to the City Council that discussions with CRT in relation to the Walkways Agreement have progressed;
- (b) not to Occupy the Development until:
 - (i) it has entered into or procured that the owner of the Walkway enters into a Walkways Agreement with the City Council in order to secure the Walkway which shall be made available for the lifetime of the Development;
 - (ii) it has provided evidence to the City Council that the Canal Footway is open and passable to members of the public;
 - (iii) the Canal Works Maintenance and Management Plan has been submitted to the City Council for approval and the City Council has approved the same; and
 - (iv) the Canal Works have been provided, have all necessary consents and licences, and are operational;

- (c) once the Canal Works are operational to manage and maintain the Canal Works in accordance with the Canal Works Maintenance and Management Plan in perpetuity PROVIDED THAT upon the expiry of the 12 (twelve) month maintenance period and subject to any defects in the Canal Works having first been remedied nothing in this paragraph 3.1 shall prevent the Owner from procuring an agreement or undertaking from CRT to the City Council agreeing to manage and maintain the Canal Works or any part in accordance with the Canal Works Maintenance and Management Plan in perpetuity in accordance with this Agreement and where such agreement or undertaking is secured from CRT it is agreed that CRT shall be the responsible for the obligations in sub-paragraph 3.1(c) in respect of the Canal Works or the relevant part which CRT has agreed or undertaken to the City Council to manage and maintain in perpetuity.

4 COMMUNITY SPACE

4.1 The Owner covenants:

- (a) prior to Occupation of the Student Accommodation Development, the Owner shall prepare and submit to the City Council for its written approval of a community use plan ("**Community Use Plan**") such Community Use Plan to be prepared in consultation with local community groups, local residents, key stakeholders and the City Council and to include details of the following:
 - (i) the means whereby the Community Space is available for hire by local community groups and local residents for community use at a cost which has been demonstrated to the City Council's reasonable satisfaction to be no greater than the amount needed to cover the running costs;
 - (ii) the means for deciding between competing uses of the Community Space so as to balance the need to secure availability to community groups against the operational needs of the Owner;
 - (iii) a mechanism whereby the operation of the Community Use Plan can be reviewed on a regular basis and reported and monitored by the City Council;
 - (iv) arrangements to enable wider community access to the Student Accommodation Development to include the following:
 - (A) access to study spaces within the Student Accommodation Development to local King's College London students; and
 - (B) Student Accommodation Units that will be made available for booking during the Residual Period to include:
 - 1) the number of Student Accommodation Units that will be made available for booking;
 - 2) details of those who will qualify to book a Student Accommodation Unit;
 - 3) the procedure for booking a Student Accommodation Unit;
 - 4) facilitating career and university sessions with schools and academies within the City Council's administrative area, annual open day event;
 - (v) arrangements for the monitoring, review and reporting to the City Council on the effectiveness of the Community Use Plan including the requirements in paragraph 4.2(c) of this Schedule; and

- (vi) the Community Space Manager.
- (b) Where the City Council has not approved the Community Use Plan in writing within 20 (twenty) Working Days of the date that the Community Use Plan was submitted to the City Council by the Owner in accordance with paragraph 4.1(a) of this Schedule the Owner shall provide a second written notification ("**Second Written Notification**") to the City Council requesting a response to the submission.
- (c) Provided the Owner has submitted a Second Written Notification in accordance with paragraph 4.1(b) of this Schedule, where the City Council has not either:
 - (i) approved the Community Use Plan in writing; or
 - (ii) provided the Owner with substantive reasons in writing for not approving the Community Use Plan;

within 10 (ten) Working Days of the date of the Second Written Notification the City Council will be deemed to have approved the submitted Community Use Plan for the purpose of this paragraph 4.1.

- (d) Upon the approval or deemed approval of the Community Use Plan the Owner shall thereafter use Reasonable Endeavours to deliver the aims and objectives set out in the approved Community Use Plan subject to any variations that may be agreed in writing between the Owner and the City Council from time to time or approved by the City Council pursuant to paragraph 4.2(d) of this Schedule.

4.2 The Owner covenants:

- (a) not to first Occupy or cause or permit Occupation of the Student Accommodation Development unless and until the Community Space has been fitted out to a Category B Fit Out finish and the City Council has approved the Community Use Plan;
- (b) that where the Community Space is made available to Local Community Groups and local residents, to make available the Community Space at nil cost and in accordance with the details approved under the Community Use Plan;
- (c) to report annually as far as the Owner is able to and in accordance with any applicable data protection laws on the following for 25 (twenty-five) years from Occupation of the Community Space:
 - (i) total number of Local Community Groups and local residents accessing the Community Space;
 - (ii) the number of events held;
 - (iii) details of any requests to use the Community Space submitted by Local Community Groups and local residents which were declined (with reasons) or unable to be fulfilled;
 - (iv) the marketing of the Community Space to Local Community Groups and local residents;
- (d) where following any review in accordance with the monitoring and review mechanisms set out in the Community Use Plan it is evident that the aims and objectives of the Community Use Plan are not being achieved the Owner shall submit proposed revisions to the Community Use Plan necessary to secure the aims and objectives of the Community Use Plan for the City Council's approval; and

- (e) to retain the Community Space for the lifetime of the Development.

5 DEDICATION OF LAND

- 5.1 The Owner covenants to submit the specification for the Dedication Works on the Dedication Land to the City Council for Approval within 2 (two) months of Commencement of Development.
- 5.2 The Owner covenants not to Occupy the Development until:
 - (a) the Dedication Works have been carried out and completed in accordance with the specification approved by the City Council under paragraph 5.1 of this Schedule and to the satisfaction of the Director of City Highways; and
 - (b) the Owner has dedicated the Dedication Land as a public highway by entering into the Dedication Agreement (or undertaking) in the form shown at Annex 6 at no cost to the City Council.

6 BE SEEN MONITORING AND REPORTING

- 6.1 Prior to the Development being occupied, the Owner covenants to provide updated design estimates carried out in accordance with industry guidance and with reasonable skill and care of the 'Be Seen' energy performance indicators for each Reportable Unit of the development, as per the methodology outlined in the 'As-built stage' chapter / section of the GLA 'Be Seen' energy monitoring guidance (or any document that may replace it). All data and supporting evidence should be submitted to the GLA using the 'Be Seen' as-built stage reporting web form (<https://www.london.gov.uk/what-wedo/planning/implementing-london-plan/london-plan-guidance-and-spgs/be-seen-energy-monitoring-guidance>). The Owner should also confirm that suitable monitoring devices have been installed and maintained for the monitoring of the in-use energy performance indicators, as outlined in the 'In-use stage' of the GLA 'Be Seen' energy monitoring guidance document (or any document that may replace it).
- 6.2 Upon completion of the first year of Occupation or following the end of the Be Seen Defects Liability Period (whichever is the later) and at least for the following 4 (four) years after that date, the Owner covenants to provide annual in-use energy performance data for all relevant indicators under each Reportable Unit of the development as per the methodology outlined in the 'In-use stage' chapter / section of the GLA 'Be Seen' energy monitoring guidance document (or any document that may replace it). All data and supporting evidence should be submitted to the GLA using the 'Be Seen' in-use stage reporting webform (<https://www.london.gov.uk/what-we-do/planning/implementing-londonplan/london-plan-guidance-and-spgs/be-seen-energy-monitoring-guidance>). This obligation will be satisfied after the Owner has reported on all relevant indicators included in the 'In-use stage' chapter of the GLA 'Be Seen' energy monitoring guidance document (or any document that may replace it) for at least 5 (five) years.
- 6.3 In the event that the 'In-use stage' evidence submitted under paragraph 6.2 of this Schedule shows that the 'As-built stage' performance estimates derived from paragraph 6.1 of this Schedule have not been or are not being met, the Owner covenants:
 - (a) to investigate and identify the causes of underperformance and the potential mitigation measures and set these out in the relevant comment box of the 'Be Seen' in-use stage reporting webform;
 - (b) that an action plan comprising measures identified in paragraph 6.2 of this Schedule shall be submitted to and approved in writing by the GLA, identifying measures which would be reasonably practicable to implement and a proposed timescale for implementation; and

- (c) that the action plan and measures approved by the GLA shall be implemented by the Owner as soon as reasonably practicable.

7 CAR FREE

7.1 The Owner covenants as follows:

- (a) that unless the City Council acting reasonably agrees otherwise in writing, from Commencement:

- (i) not to apply to the City Council for a Parking Permit in respect of the Student Accommodation Units nor to knowingly permit any owner or Occupier of the Student Accommodation Units to apply to the City Council for a Parking Permit in respect of the Student Accommodation Units and if such a permit is issued in respect of any of the Student Accommodation Units to surrender it to the City Council within 7 (seven) days of a written demand.

- (ii) to procure that all material used for advertising or marketing the Student Accommodation Units for letting or sale shall notify prospective owners and Occupiers that they will not be entitled to apply for a Parking Permit in respect of the Student Accommodation Units.

- (iii) that in respect of every lease granted, assigned, transferred or otherwise provided after the date of this deed in respect of the Student Accommodation 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 Student Accommodation 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 Lord Mayor and Citizens of the City of Westminster (the "**City Council**") not to apply for nor knowingly permit an application to be made by any person residing in the premises to the City Council for a resident's parking permit (save for a disabled person's "Westminster white badge" issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970 or any similar permit or scheme that may replace this provision from time to time) in respect of such premises and if such a permit is issued then it shall be surrendered within seven (7) days of written request to do so from the City Council and this covenant shall also be enforceable by the City Council under the Contracts (Rights of Third Parties) Act 1999, section 1".

8 TREE PROTECTION AND LANDSCAPING

8.1 The Owner covenants that prior to Commencement of the Development the Owner shall apply to the City Council for approval of a method statement and Tree protection plan explaining the measures to be taken to protect the trees T5 and T6 as shown on Plan 7.

8.2 The Tree Protection Plan shall be prepared by the Owner in conjunction with construction management details to ensure that adequate protection is provided to trees T5 and T6 adjacent to the Site.

8.3 The Owner covenants to ensure that any work on the Development in the vicinity of tree T5 and T6 is carried out in accordance with the approved Tree Plan.

8.4 The Owner covenants to apply to the City Council for approval of detailed drawings of a hard and soft landscaping scheme in relation to the TFL owned land which includes the number, size,

species and position of trees and shrubs and associated irrigation maintenance regime, including sustainable water sources.

8.5 The Owner covenants not to commence work on the relevant part of the Development until the City Council has approved in writing what has been submitted pursuant to paragraph 8.4 of this Schedule.

8.6 The Owner covenants to carry out the landscaping and planting within 1 (one) year of completing the Development (or within any other period of time that may first be agreed in writing by the City Council).

9 STUDENT ACCOMMODATION TRAVEL PLAN

9.1 The Owner covenants with the City Council that it shall not Occupy or permit Occupation of Student Accommodation unless or until the Student Accommodation Travel Plan has been submitted to and approved in writing by the City Council (the "**Approved Student Accommodation Travel Plan**").

9.2 The Owner covenants with the City Council that it shall commence implementation of the Approved Student Accommodation Travel Plan prior to first Occupation of the Student Accommodation and shall implement the requirements and obligations of the Approved Student Accommodation Travel Plan (as may be amended from time to time in accordance with paragraph 9.5 of this Schedule or as may otherwise be amended by agreement in writing between the City Council and the Owner from time to time).

9.3 The Owner covenants with the City Council that it shall not Occupy or permit Occupation of the Student Accommodation unless or until the Sustainable Transport Fund has been paid to the City Council.

Contents of Student Accommodation Travel Plan

9.4 The Owner covenants with and undertakes to the City Council that the Student Accommodation Travel Plan shall include (but not be limited to) the following information and measures:

- (a) a specimen welcome pack for all Occupiers of the Student Accommodation Units;
- (b) provisions to ensure that travel surveys include gendered data in order to understand and maximise women's travel, as well as results from both day-time and night-time periods;
- (c) explore initiatives to promote cycling and walking which shall include but not be limited to the provision of cycle spaces outside the Student Accommodation;
- (d) include proposals for providing and promoting public transport information (for example, maps, routes and timetables);
- (e) proposals for monitoring compliance with the Student Accommodation Travel Plan and achievement of the objectives.

Review of Student Accommodation Travel Plan

9.5 The Owner covenants with the City Council that it shall review the operation of the Approved Student Accommodation Travel Plan annually on the anniversary of the date of the Occupation of the first Student Accommodation Units for a period of 3 (three) years and shall submit a written report to the City Council within 10 (ten) Working Days of completion of the review setting out the findings of the review including the extent to which the objectives set out within the Approved Student Accommodation Travel Plan are being achieved and any proposals for improving the operation of the Student Accommodation Travel Plan PROVIDED THAT in the event that the

report submitted on the third and final such review concludes that the objectives set out within the Approved Student Accommodation Travel Plan have not been achieved then the annual reviews shall continue thereafter (and this paragraph 9.5 shall apply to each such review) until such time as the findings of an annual review show that those objectives have been met.

9.6 Following submission of a review of the Approved Student Accommodation Travel Plan:

- (a) The Owner and the City Council shall use reasonable endeavours to agree any necessary changes to the Approved Student Accommodation Travel Plan to ensure that the objectives set out therein are achieved and the Owner shall thereafter implement any such agreed changes to the Approved Student Accommodation Travel Plan; and
- (b) to the extent that the relevant review finds that one or more of the objectives set out within the Approved Student Accommodation Travel Plan have not been achieved, the City Council shall be entitled to apply such amounts of the Sustainable Transport Fund as the City Council reasonably considers appropriate in order to achieve the relevant objectives and targets set out in the Approved Student Accommodation Travel Plan.

10 PUBLIC REALM HIGHWAY WORKS AND OFF-SITE PUBLIC REALM WORKS

10.1 The Owner covenants with the City Council:

Public Realm Highway Works

- (a) Not later than 12 (twelve) months following Commencement of the Development, to enter into the Highways Agreement in a form that is satisfactory to the City Council having submitted to and obtained the approval from the City Council for the proposed Public Realm Highway Works;
- (b) Unless otherwise first agreed in writing by the City Council not to Occupy or permit Occupation of the Development until the Public Realm Highway Works have been constructed to the City Council's adoptable standard pursuant to the Highways Agreement and the City Council has issued the requisite certificate(s) of completion under the Highways Agreement in respect of the Public Realm Highway Works.

Off-Site Public Realm Works

- (c) Not later than 12 (twelve) months following Commencement of the Student Accommodation Development, to submit the Off-Site Public Realm Works Scheme to the City Council, to be approved in writing (the "**Approved Off-Site Public Realm Works Scheme**");
- (d) Upon receipt of the City Council's approval to the Off-Site Public Realm Works Scheme in accordance with paragraph 10.1(c) of this Schedule to implement and deliver the Off-Site Public Realm Works in accordance with the Approved Off-Site Public Realm Works Scheme and the programme of implementation and delivery agreed therein.

11 OPERATIONAL FUND

11.1 The Owner covenants with the City Council that:

- (a) it shall not Occupy or permit Occupation of the Development unless or until:
 - (i) the Operational Fund has been paid to the City Council; and
 - (ii) the Post Occupation Traffic Monitoring Scheme has been submitted to and approved by the Director of City Highways.

- (b) From the date of Occupation for a period of 3 (three) years to implement and comply with the Post Occupation Traffic Monitoring Scheme approved by the Director of City Highways and to submit the results of the Post Occupation Traffic Monitoring to the Director of City Highways.

12 EMPLOYMENT AND SKILLS PLAN

12.1 The Owner covenants:

- (a) to submit a draft Employment and Skills Plan in respect of the Demolition Period to the City Council for approval at least 1 (one) month prior to start of the Demolition Works and shall not commence the Demolition Works unless and until the draft Employment and Skills Plan in respect of the Demolition Period has been Approved in writing by the City Council;
- (b) to submit a draft Employment and Skills Plan in respect of the Construction Period to the City Council for approval at least 1 (one) month prior to Commencement of Development and shall not Commence unless and until the draft Employment and Skills Plan in respect of the Construction Period has been Approved in writing by the City Council; and
- (c) to submit a draft Employment and Skills Plan in respect of the End Use Period of each of the Student Accommodation Development and the TP Development (as applicable) to the City Council for approval at least 1 (one) month prior to the anticipated date of Practical Completion and shall not Occupy the Student Accommodation Development or the TP Development (as applicable) unless and until the draft Employment and Skills Plan in respect of the End Use Period has been Approved in writing by the City Council.

12.2 The Owner recognises that each draft Employment and Skills Plan shall be target driven and shall include:

- (a) employment initiatives and opportunities relating to the Demolition Period and/or Construction Period and/or the End Use Period (as the case may be) and details of delivery;
- (b) initiatives to work with new employees and employers including the provision of appropriate training with the objectives of ensuring effective transition into work and sustainable job outcomes;
- (c) a target for the recruitment of employees from within the administrative area of the City Council at the Development by or through HIRE Westminster (part of the Economic Development & Regeneration team of the City Council) as may reasonably be considered appropriate;
- (d) the timings and arrangement for implementation of such initiatives;
- (e) suitable mechanisms for monitoring the effectiveness of such initiatives; and
- (f) quarterly reports to be submitted to the City Council confirming the number of Local Residents employed via each approved Employment and Skills Plan.

12.3 The Owner covenants to comply with the provisions of each approved Employment and Skills Plan(s) and shall use best endeavours to achieve all employment targets set out in each approved Employment and Skills Plan(s).

12.4 The Owner covenants to use best endeavours to ensure that all contractors and sub-contractors working in relation to the Demolition Period, Construction Period or the End Use Period (as the case may be) work in partnership with the Owner's training provider(s) to implement the

approved Employment and Skills Plan which relates to the Demolition Period, Construction Period and the End Use Period respectively.

12.5 Following the issue of the certificate of Practical Completion the Owner covenants to use best endeavours to encourage commercial occupiers of the Development to:

- (a) advertise job opportunities at the Development within the City Council's administrative area;
- (b) promote job opportunities to Local Residents;
- (c) engage with local employment brokerage services to advertise job opportunities at the Development;
- (d) offer employment to Local Residents SUBJECT TO any offer of employment made to any individual employment being at the commercial occupiers' absolute discretion.

13 PUBLIC ART

13.1 The Owner covenants with the Council to provide the Public Art either (a) on the Site; or (b) within the vicinity the Development, in accordance with a public art scheme approved under condition 77 to the Planning Permission.

SCHEDULE 2

VIABILITY REVIEW

1 DEFINITIONS

1.1 In this Schedule 2 unless the context demands otherwise the following expressions shall have the meanings set out below:

Additional Affordable Student Accommodation Units the Open Market Student Accommodation Units to be converted to Affordable Student Accommodation pursuant to the Additional Affordable Student Accommodation Scheme to be approved under paragraph 4 of this Schedule 2;

Additional Affordable Student Accommodation Scheme a scheme to be prepared by the Owner and submitted to the City Council detailing the Additional Affordable Student Accommodation Units to be provided and which:

- (a) confirms which Open Market Student Accommodation Units are to be converted into Additional Affordable Student Accommodation Units;
- (b) contains 1:50 plans showing the location, size and internal layout of each Additional Affordable Student Accommodation Unit; and
- (c) provides a timetable for construction and delivery of the Additional Affordable Student Accommodation Units;

Affordable Student Accommodation Cap the equivalent of 45% (forty-five per cent) of the Student Accommodation Units which shall be the maximum potential provision of Affordable Student Accommodation which may be made following the operation of the viability review and which for the avoidance of doubt includes and may be achieved through: (i) the Affordable Student Accommodation Units; and (ii) Additional Affordable Student Accommodation Units;

Average Affordable Student Accommodation Value the average value of Student Accommodation floorspace per square metre at the Early Stage Review Date based on the relevant information provided to establish the Estimated GDV to be assessed by the City Council and the Owner;

Average Open Market Student Accommodation Value the average value of Open Market Student Accommodation Unit floorspace per square metre at the Property at the Early Stage Review Date based on the relevant information provided to establish the Estimated GDV to be assessed by the City Council and the Owner;

Build Costs the build costs comprising construction of the Development permitted by the Planning Permission supported by evidence of these costs to the City Council's reasonable satisfaction including but not limited to:

- (a) details of payments made or agreed to be paid in the relevant building contract;
- (b) receipted invoices;

- (c) costs certified by the Owner's quantity surveyor, costs consultant or agent

but for the avoidance of doubt build costs exclude:

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

Commercial Floorspace

the parts of the Development which are not Student Accommodation comprising the Travis Perkins Builders Merchants and the Community Space;

Component

means a part of the Development including but not limited to:

- (a) Open Market Student Accommodation Units;
- (b) Affordable Student Accommodation Units;
- (c) Additional Affordable Student Accommodation Units;
- (d) Commercial Floorspace;
- (e) any other floorspace;
- (f) property; and
- (g) land

Development Viability Information

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

- (a) Estimated GDV;
- (b) Estimated Build Costs;
- (c) Average Open Market Student Accommodation Value; and
- (d) Average Affordable Student Accommodation Value

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

Disposal

means:

- (a) the Sale of a Component(s) of the Development;
- (b) the grant of a lease of a term of less than 125 (one hundred and twenty-five) years of a Component of the Development; or

	(c) the grant of an assured shorthold tenancy agreement or a short term let in respect of a Component of the Development
	always excluding Fraudulent Transactions and "Dispose", "Disposals" and "Disposed" shall be construed accordingly
Early Stage Review Date	the date of the submission of the Development Viability Information pursuant to paragraph 3 of this Schedule;
Estimated Build Costs	the sum of: (a) the estimated Build Costs remaining to be incurred; and (b) the Build Costs actually incurred at the Early Stage Review Date
Estimated GDV	the sum of: (a) the estimated Market Value at the Early Stage Review Date of all Components of the Development based on detailed comparable evidence; and (b) all Public Subsidy and any Development related income from any other sources to be assessed by the City Council excluding any Public Subsidy repaid by the Owner to the City Council and/or the GLA (as applicable)
External Consultant	the external consultant(s) appointed by the City Council to assess the information submitted pursuant to paragraph 3 of this Schedule;
Formula 1a	the formula identified as "Formula 1a" within the annex to this Schedule in Annex 5
Formula 2	the formula identified as "Formula 2" within the annex to this Schedule in Annex 5
Fraudulent Transaction	(a) a transaction the purpose or effect of which is to artificially reduce the Estimated GDV and/or artificially increase the Estimated Build Costs; or (b) a Disposal that is not an arm's length third party bona fide transaction
GLA	the Greater London Authority or any successor in statutory function;
Habitable Room	any room within a Student Accommodation Unit the primary use of which is for living, sleeping or dining and which expressly includes kitchens of 13 (thirteen) square metres or more, but expressly excludes kitchens with a floor area of less than 13 (thirteen) square metres, bathrooms, toilets, corridors and halls;

House Prices Index	the House Prices Index published monthly by the Office for National Statistics or, if the House Prices Index is no longer maintained, such replacement or alternative index as the City Council may determine, acting reasonably;
London Plan	the London Plan published in March 2021 as revised from time to time;
London Plan Annual Monitoring Report	the monitoring report published annually by the Mayor of London reviewing the progress being made in implementing the policies and addressing the objectives of the London Plan or any replacement GLA guidance or policy;
Market Value	<p>the price at which the sale of the relevant property interest would have been completed unconditionally for cash consideration on the Early Stage Review Date based on detailed comparable market evidence, including evidence of rental values for the Open Market Student Accommodation Units, the Affordable Student Accommodation Units and any Additional Affordable Student Accommodation Units which have been let, a valuation of the remaining Open Market Student Accommodation Units, the Affordable Student Accommodation Units and any Additional Affordable Student Accommodation Units and evidence of the rental yield of the Open Market Student Accommodation Units, the Affordable Student Accommodation Units and any Additional Affordable Student Accommodation Units, to be assessed by the GLA and the City Council assuming:</p> <ul style="list-style-type: none">(a) a willing seller and a willing buyer;(b) that, prior to the date of valuation, there has been a reasonable period of not less than 6 (six) months for the proper marketing of the interest (having regard to the nature of the property and the state of the market) for the agreement of the price and terms and for the completion of the sale;(c) that no account is taken of any additional bid by a prospective purchaser with a special interest; and(d) that both parties to the transaction have acted knowledgeably, prudently and without compulsion;
Public Subsidy	funding from the City Council and/or the GLA together with any additional public subsidy secured by the Owner to support the delivery of the Development;
Sale	<ul style="list-style-type: none">(a) the sale of the freehold of a Component; or(b) the grant of a lease of a Component with a term of 125 (one hundred and twenty-five) years or more and subject to nominal rent <p>and "Sold" shall be construed accordingly</p>

Substantial Implementation the Commencement of Development and the occurrence of all of the following in respect of the Development:

- (a) the commencement of the Demolition Works;
- (b) laying of the ground floor slab; and
- (c) construction to first floor level;

Substantial Implementation Target Date the date 30 (thirty) months from but excluding the date of grant of the Planning Permission.

2 EARLY VIABILITY REVIEW TRIGGER

- 2.1 The Owner covenants to notify the City Council in writing of the date on which it considers that Substantial Implementation has been achieved no later than 10 (ten) Working Days after such date and such notice shall be accompanied by full documentary evidence on an open book basis to enable the City Council to independently assess whether Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date.
- 2.2 No later than 5 (five) Working Days after receiving a written request from the City Council, the Owner covenants to provide to the City Council any additional documentary evidence reasonably requested by the City Council to enable it to determine whether Substantial Implementation has been achieved on or before the Substantial Implementation Target Date.
- 2.3 Following the Owner's notification pursuant to paragraph 2.1 of this Schedule, the Owner shall afford the City Council access to the Site to inspect and assess whether or not the works which have been undertaken achieve Substantial Implementation provided always that the City Council shall:
- (a) provide the Owner with reasonable written notice of its intention to carry out such an inspection;
 - (b) comply with relevant health and safety legislation; and
 - (c) at all times be accompanied by the Owner or their agent.
- 2.4 No later than 20 (twenty) Working Days after the City Council receives:
- (a) notice pursuant to paragraph 2.1 of this Schedule; or
 - (b) if the City Council makes a request under paragraph 2.2 of this Schedule, the additional documentary evidence;

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

- 2.5 If the City Council notifies the Owner that the City Council considers that Substantial Implementation has not been achieved then this paragraph 2 shall continue to apply mutatis mutandis until the City Council has notified the Owner pursuant to paragraph 2.4 of this Schedule that the Substantial Implementation has been achieved provided that it is agreed that in the event that the City Council notifies the Owner that Substantial Implementation has been achieved then the Owner's obligations contained in this Schedule shall cease and determine.

- 2.6 The Owner covenants not to Occupy the Student Accommodation Development or any part thereof until:
- (a) the City Council has notified the Owner pursuant to paragraph 2.4 of this Schedule that Substantial Implementation has been achieved on or before the Substantial Implementation Target Date;
 - (b) the City Council has notified the Owner pursuant to paragraph 4.4 of this Schedule that no Additional Affordable Student Accommodation Units are required; or
 - (c) if the City Council notifies the Owner pursuant to paragraph 4.4 of this Schedule that Additional Affordable Student Accommodation Units are required, an Additional Affordable Student Accommodation Scheme has been approved pursuant to paragraph 4.4 or 4.5 of this Schedule.

3 SUBMISSION OF DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION

- 3.1 Where Substantial Implementation has not occurred before the Substantial Implementation Target Date (as determined by the City Council under paragraph 2.4 of this Schedule or pursuant to paragraph 2.6 of this Schedule):
- (a) the Owner covenants to submit the following information no later than 20 (twenty) Working Days after the date on which the Owner is notified pursuant to paragraph 2.4 or 2.6 of this Schedule that Substantial Implementation has been achieved, on the basis that the City Council may make such information publicly available:
 - (i) the Development Viability Information for Formula 1a and Formula 2;
 - (ii) a written statement that applies the applicable Development Viability Information to Formula 1a (provided always that if the result produced by Formula 1a is less than zero it shall be deemed to be zero) and Formula 2 thereby confirming whether in the Owner's view any Additional Affordable Student Accommodation Units can be provided; and
 - (iii) where such written statement confirms that Additional Affordable Student Accommodation Units can be provided, an Additional Affordable Student Accommodation Scheme; and
 - (b) paragraphs 4 and 5 of this Schedule shall apply.

4 ASSESSMENT OF DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION

- 4.1 The City Council shall assess the information submitted pursuant to paragraph 3 of this Schedule and assess whether in its view Additional Affordable Student Accommodation Units are required to be delivered in accordance with Formula 1a and Formula 2 and for the avoidance of doubt the City Council will be entitled to rely on its own evidence in determining inputs into Formula 1a and Formula 2 subject to such evidence also being provided to the Owner.
- 4.2 The City Council may appoint an External Consultant to assess the information submitted pursuant to paragraph 3 of this Schedule.
- 4.3 In the event that the City Council and/or an External Consultant requires further Development Viability Information or supporting evidence of the same then the Owner shall provide any reasonably required information to the City Council or the External Consultant (as applicable and with copies to the other parties) within 10 (ten) Working Days (or within such other period of time that the parties may agree in writing) of receiving the relevant request and this process may be repeated until the City Council and/or the External Consultant (as applicable) has all the

information it reasonably requires to assess whether in their view Additional Affordable Student Accommodation Units are required to be delivered in accordance with Formula 1a and Formula 2.

- 4.4 When the City Council or its External Consultant has completed its assessment of the information submitted pursuant to paragraph 3 of this Schedule, the City Council shall notify the Owner in writing of the City Council's decision as to whether any Additional Affordable Student Accommodation Units are required and whether the submitted Additional Affordable Student Accommodation Scheme is approved.
- 4.5 Where the City Council concludes that Additional Affordable Student Accommodation Units are required but the Owner's initial submission concluded otherwise, the Owner shall provide an Additional Affordable Student Accommodation Scheme to the City Council for approval (such approval not to be unreasonably withheld or delayed) within 10 (ten) Working Days of the date on which it receives the City Council's notice pursuant to paragraph 4.4 of this Schedule.
- 4.6 If it is agreed in writing or determined by the Expert following assessment pursuant to paragraph 4.4 of this Schedule that:
- (a) a surplus profit arises following the application of Formula 1a but such surplus profit is insufficient to provide any Additional Affordable Student Accommodation Units pursuant to Formula 2; or
 - (b) a surplus profit arises following the application of Formula 1a but such surplus profit cannot deliver a whole number of Additional Affordable Student Accommodation Units pursuant to Formula 2,

then in either scenario the Owner shall pay any surplus profit allocable to any incomplete Additional Affordable Student Accommodation Unit to the City Council as a financial contribution towards offsite Affordable Housing.

- 4.7 The Owner covenants to pay the City Council's costs which are reasonably and properly incurred in assessing the information submitted pursuant to paragraph 3 of this Schedule including those of the External Consultant within 20 (twenty) Working Days of receipt of a written request for payment.

5 DELIVERY OF ADDITIONAL AFFORDABLE STUDENT ACCOMMODATION

- 5.1 Where it is determined pursuant to paragraph 4.4 of this Schedule that one or more Additional Affordable Student Accommodation Units are required the Owner covenants not to Occupy more than 75% (seventy-five per cent) of the Open Market Student Accommodation Units unless and until it has:
- (a) practically completed all of the Additional Affordable Student Accommodation Units in accordance with the Additional Affordable Student Accommodation Scheme approved by the City Council and made them available for Occupation; and
 - (b) paid any remaining surplus profit pursuant to paragraph 4.6 to the City Council towards the delivery of offsite affordable housing within the City Council's administrative area.

- 5.2 The Parties agree that the terms of paragraph 2.2 of Schedule 1 (as relevant) shall apply mutatis mutandis to the provision of any Additional Affordable Student Accommodation Units.

6 PUBLIC SUBSIDY

Nothing in this Agreement shall prejudice any contractual obligation on the Owner to repay or reimburse any Public Subsidy using any surplus profit that is to be retained by the Owner following the application of Formula 1a and Formula 2.

7 MONITORING

7.1 The parties acknowledge and agree that as soon as reasonably practicable following completion of this Agreement the City Council shall report to the GLA through the London Development Database the number of Affordable Student Accommodation Units by units and Habitable Room.

7.2 The parties acknowledge and agree that the City Council shall report the following information to the GLA through the London Development Database as soon as reasonably practicable after the approval of the Additional Affordable Student Accommodation Scheme pursuant to paragraphs 4.4 or 4.5, if an Additional Affordable Student Accommodation Scheme is not required by the City Council, the conclusion of the assessment under paragraph 4.4 of this Schedule:

- (a) the number of the Additional Affordable Student Accommodation Units by unit numbers and Habitable Room (if any);
- (b) any changes in the affordability of the Affordable Student Accommodation Units by unit numbers and Habitable Room.

the amount of any financial contribution payable towards offsite Affordable Housing pursuant to paragraph 4.6 of this Schedule 2.

SCHEDULE 3

THE CITY COUNCIL'S COVENANTS AND OBLIGATIONS

Contributions

- 1 The City Council hereby covenants with the Owner to use all sums received from the Owner under the terms of this Agreement for the purposes specified in this Agreement or for such other purposes for the benefit of the Development as the Owner and the City Council shall agree.
- 2 In the event that any of the Contributions (with the exception of the Affordable Housing Contribution) or any part or parts thereof are not expended within 10 (ten) years of the date of payment then the sum or sums not expended plus interest accrued will be repaid by the City Council at the end of such period to the Owner or to the Owner's nominee.

Sustainable Transport Fund

- 3 In the event that any of the Sustainable Transport Fund or any part or parts thereof are not expended within 5 (five) years of the date of payment then the sum or sums not expended plus interest accrued will be repaid by the City Council at the end of such period to the Owner or to the Owner's nominee.

Public Realm Highway Works

- 4 If it is agreed pursuant to this Agreement that the City Council will design and carry out the Public Realm Highway Works, to carry out the Public Realm Highway Works expeditiously, and in any event in accordance with a programme and timeline which it shall confirm to and agree with the Owner.

Off-Site Public Realm Works

- 5 The City Council hereby grants to the Owner at no charge or cost all rights easements consents and licences that may be reasonably required to enable the Owner its employees contractors or otherwise to enter onto into and/or over any land that is within the City Council's control and which may be required in order for the Owner to comply with any obligations that it may be required to comply with in paragraph 10.1(d) of Schedule 1 in relation to implementing and providing the Off-Site Public Realm Works in accordance with the Approved Off-Site Public Realm Works Scheme.

Operational Fund

- 6 The City Council covenants with the Owner that:
 - 6.1 Where the Director of City Highways determines that highway measures are required to mitigate impacts arising from queuing on the highway as a consequence of the operation of the Development or other impacts observed through the Post Occupation Traffic Monitoring, any of the Operational Fund or any part or parts thereof that are not expended within 5 (five) years of the date of payment plus interest accrued will be repaid by the City Council at the end of such period to the Owner or to the Owner's nominee; and
 - 6.2 Where the Director of City Highways determines that highway measures are not required to mitigate impacts arising from queuing on the highway as a consequence of the operation of the Development or other impacts observed through the Post Occupation Traffic Monitoring, the Operational Fund shall be repaid within 3 (three) years and 6 (six) months of the date of payment plus interest accrued to the Owner or to the Owner's nominee.

SCHEDULE 4

THRESHOLD LEVELS

- 1 The Owner covenants that as soon as is reasonably practicable but in any event no later than 16 (sixteen) weeks before the Commencement of Development unless otherwise agreed in writing by the City Council provide the City Council with written notice of the intended date for the commencement of Development.
- 2 The Owner covenants that as soon as is reasonably practicable but in any event no later than 10 (ten) weeks before the Commencement of Development provide the Director of City Highways with full details of the Threshold Levels where the Development will abut onto the public highway for approval by the Director of City Highways and the Director of City Highways shall either give his approval or refuse approval and notify the Owner of amendments required to the Threshold Levels within 10 (ten) Working Days of receipt of details of the Threshold Levels.
- 3 In the event that the Director of City Highways refuses approval of the details of the Threshold Levels submitted to it in accordance with paragraph 2 of this Schedule 4 or this paragraph 3 the Owner shall within 10 (ten) Working Days of any such refusal submit revised details for approval having taken into account any suggestions made by the Director of City Highways and the Director of City Highways shall either give his approval or refuse approval and notify the Owner of amendments required to the Threshold Levels within 10 (ten) Working Days of receipt of details of the Threshold Levels.
- 4 The Owner covenants not to Commence the Development until the proposed threshold levels submitted in pursuance of paragraphs 2 and/or 3 of this Schedule 4 have been approved by the Director of City Highways (such approval not to be unreasonably withheld or delayed) and the Owner and has paid the Threshold Checking Fees to the City Council.

SCHEDULE 5

PUBLIC REALM HIGHWAY WORKS

1 OWNER DESIGNS THE PUBLIC REALM HIGHWAY WORKS

- 1.1 The Owner covenants not to commence the Public Realm Highway Works or cause or permit the Public Realm Highway Works to be commenced until the Owner has paid the Estimated Checking Fees to the City Council.
- 1.2 The Owner shall no later than 16 (sixteen) weeks before commencement of the Public Realm Highway Works submit a detailed design of the Public Realm Highway Works to the Director of City Highways for approval and the Director of City Highways shall notify the Owner of any amendments the Director of City Highways requires to the design or shall grant their approval of the design within 20 (twenty) Working Days of receiving the design or a revised design provided that the Director of City Highways shall use reasonable endeavours to provide such notification or approval within 10 (ten) Working Days of receiving the design or a revised design.
- 1.3 In the event that the Director of City Highways refuses approval of a design of the Public Realm Highway Works the Owner covenants that within 1 (one) month of any such refusal they shall submit a revised design of the Public Realm Highway Works for approval having taken into account any suggestions made by the Director of City Highways.
- 1.4 After completion of the design of the Public Realm Highway Works the Owner covenants that within 14 (fourteen) days of any written request to do so to pay to the City Council any amount by which the actual cost (being fair and reasonable) connected with the Director of City Highways checking and approving any Threshold Level Details Methodology of Works Programme of Works and design of the Public Realm Highway Works exceeds the Estimated Checking Fees and the City Council shall repay to the Owner any amount by which the Estimated Checking Fees exceeds the actual cost (being fair and reasonable) connected with the Director of City Highways checking and approving any Threshold Level Details Methodology of Works Programme of Works and design of the Public Realm Highway Works.

2 OWNER CARRIES OUT THE PUBLIC REALM HIGHWAY WORKS

- 2.1 The Owner shall as soon as reasonably practicable but in any event no later than 16 (sixteen) weeks prior to commencement of the Public Realm Highway Works submit to the Director of City Highways the Methodology of Works and Programme of Works.
- 2.2 No Public Realm Highway Works shall take place until:
 - (a) the Owner has obtained written approval from the City Council for the detailed design of the Public Realm Highway Works;
 - (b) the Owner has obtained approval from the City Council for the Programme of Works and Methodology of Works which approval shall be given within 20 (twenty) Working Days of the date of receipt of the Programme of Works and Methodology of Works or a revised Programme of Works and Methodology of Works by the City Council provided that the City Council shall use reasonable endeavours to give such approval within 10 (ten) Working Days of such date;
 - (c) the Owner has submitted details of a firm company or individual (as the case may be) to be the Contractor to the Director of City Highways and the Director of City Highways has given his written approval of the Contractor;
 - (d) the Owner has obtained all necessary consents from relevant statutory authorities and undertakers and other persons or bodies and such traffic management orders under the appropriate sections of the Road Traffic Regulation Act 1984 as may be required for the

carrying out of the Public Realm Highway Works but the City Council shall remain responsible for making recommendations and exercising its statutory functions and duties on any such application to the City Council;

- (e) the Owner has taken out or the Contractor has taken out the Insurance Policy with reputable insurers against the consequences of any claim for compensation against the Owner or the Contractor or any of them arising directly out of the construction of the Public Realm Highway Works and the Owner shall provide the City Council with a copy of the Insurance Policy;
 - (f) the Owner has submitted a draft of the Bond in the form attached hereto at Annex 3 to the Director of City Highways who has approved the draft in writing and the Director of City Highways has received the Bond executed in the form previously approved.
- 2.3 The Owner covenants that the Public Realm Highway Works shall be carried out and completed entirely at the expense of the Owner including any costs associated with the diversion of any public utilities or other services or equipment as necessary to enable the Public Realm Highway Works to be carried out and any costs associated with the need to clear the site in the event of any instance of emergency or public order.
- 2.4 The Public Realm Highway Works shall be carried out and completed prior to Occupation of the Development and in accordance with the timescale set out in the Programme of Works subject to such reasonable extensions as shall be approved in writing by the Director of City Highways.
- 2.5 The Owner covenants that during the carrying out of the Public Realm Highway Works it will give the Director of City Highways reasonable access to and over all parts of the Public Realm Highway Works and permit the Director of City Highways or their officers to inspect the Public Realm Highway Works and all materials used or intended to be used therein and the Owner shall comply with all reasonable requirements of the Director of City Highways regarding the operation method and progress of the Public Realm Highway Works and further the Owner shall submit any equipment or materials for reasonable testing to ensure compliance with standards in the event the Director of City Highways having inspected such equipment or materials reasonably so requests.
- 2.6 The City Council hereby authorises the Owner and any contractor and sub-contractor employed by the Owner to enter upon and remain upon with or without workmen plant and machinery such land in the vicinity of the highway and the Site under the ownership and control of the City Council and comprising highway land as shall be reasonably necessary and for such period as may be reasonably necessary to execute or complete any relevant part or parts of the Public Realm Highway Works and it is hereby expressly declared by the City Council that such licence extends to the entering upon and remaining upon the public highway for the purposes of this Agreement and also to breaking open the surface and carrying out works in on or under the public highway as may be reasonably necessary for the purposes of executing or completing any relevant part or parts of the Public Realm Highway Works.
- 2.7 In connection with the carrying out of the Public Realm Highway Works the Owner shall:
- (a) at the Owner's expense light sign and fence the Public Realm Highway Works;
 - (b) ensure that the Contractor has or have the Insurance Policy and should at any time the Contractor not have the Insurance Policy the Owner shall indemnify the City Council in respect of all liability loss damage demand and proceedings whatsoever that would have been covered by the Insurance Policy;
 - (c) ensure that the Public Realm Highway Works co-ordinate with any works in over or under the highway required to be carried out by bodies with statutory services beneath the highway having first consulted those bodies on the Public Realm Highway Works;

- (d) pay all charges that may be levied on the City Council or the Owner by any statutory undertakers in respect of the removal protection or alteration of any of their apparatus necessitated by the Public Realm Highway Works;
 - (e) pay the Estimated Monitoring Fees to the City Council;
 - (f) not Occupy or cause or permit the Occupation of the Development until the Certificate of Substantial Completion has been issued and signed by the Director of City Highways;
- 2.8 The Owner shall give the Director of City Highways not less than 15 (fifteen) Working Days' notice of the Owner's intention to issue the Certificate of Substantial Completion of the Public Realm Highway Works to enable the Director of City Highways to inspect the Public Realm Highway Works and the Director of City Highways shall inform the Owner within 10 (ten) Working Days of receipt of the said notice whether or not he wishes to inspect the Public Realm Highway Works and if the Director of City Highways gives notice to the Owner that he wishes to inspect the Public Realm Highway Works he shall do so within 5 (five) Working Days of such notice and the Owner shall procure that proper account is taken of any representations made by or on behalf of the Director of City Highways which representations shall be made either during such inspection or no later than 3 (three) Working Days thereafter.
- 2.9 The Owner shall issue the draft Certificate of Substantial Completion to the Director of City Highways together with any relevant documentation and certification and the Director of City Highways shall sign the Certificate of Substantial Completion upon being satisfied that the Public Realm Highway Works have been Substantially Completed which signature shall confirm the Director of City Highways' agreement that the Public Realm Highway Works are substantially complete and the Bond sum shall be reduced by 90% (ninety per cent).

3 DEFECTS LIABILITY PERIOD

- 3.1 During the Defects Liability Period the Owner shall remain responsible at its own expense for remedying to the Director of City Highways' satisfaction any defect to the Public Realm Highway Works and the Owner shall on being given written notice specifying such defect to the Public Realm Highway Works at their own expense and within 1 (one) month from the date of the notice (unless a longer period is agreed in writing with the Director of City Highways) make good the same to the Director of City Highways' satisfaction.
- 3.2 During the Defects Liability Period and until the Final Completion Certificate is issued the City Council shall maintain the Public Realm Highway Works and all ancillary works (including sweeping, litter picking and cleaning).
- 3.3 If during the undertaking of the Highways Works and the Defects Liability Period, the Owner:
- (a) including their agents and the Contractor/s fails to perform or observe any of the conditions covenants agreements or obligations on the part of the Owner contained in this part of this Schedule 5; or
 - (b) including their agents and the Contractor/s fails to carry out or complete the Public Realm Highway Works within the time limit set out in the timetable approved for the time being in respect of the Public Realm Highway Works or such other revised timetable for the Public Realm Highway Works as is approved by the City Council; or
 - (c) has not completed the Public Realm Highway Works and being a company is wound up either voluntarily (except for the purpose of reconstruction or amalgamation) or compulsorily or being an individual becomes bankrupt or in either case enters into composition with its or his creditors; or
 - (d) has not completed the Public Realm Highway Works and suffer any distress or execution to be levied against its goods; or

- (e) has not completed the Public Realm Highway Works and are the subject of the appointment of a receiver;

then the City Council shall have the right by virtue of this paragraph and all other enabling powers whatsoever (after twenty eight days' notice in writing to the Owner requiring any alleged failure to be remedied if capable of remedy) and the Owner having failed to do so within a reasonable period of time to: (i) carry out and complete the Public Realm Highway Works (ii) carry out and complete any works to the Site to provide an acceptable structure and acceptable support for any proposed or existing public highway without the need to obtain any further consent from the Owner ; and (iii) to remedy any defect identified within the Defects Liability Period.

- 3.4 Where the City Council serves a notice under paragraph 3.3 in this part of this Schedule 5 in respect of a part only of the Public Realm Highway Works the service of the notice shall not in any way relieve the Owner from the performance and observance of the conditions covenants agreements or obligations on the part of the Owner contained in this Agreement in respect of any other part of the Public Realm Highway Works included in this Agreement whether or not specified in the notice.
- 3.5 If the City Council serves a notice under paragraph 3.3 in this part of this Schedule 5 and carries out or completes the Public Realm Highway Works or any part of them or causes them to be carried out the City Council shall be entitled to payment of the reasonable cost of doing so from the Owner (or their successor) or from the Bond including payment in advance of such works being carried out.
- 3.6 If the City Council receive money in advance for the purpose of remedying default/s or breach/es of this Agreement on the part of the Owner (including their agents and the Contractor/s) the City Council shall only use that money for such purpose.

4 FINAL COMPLETION CERTIFICATE

After the expiration of the Defects Liability Period and after the Owner has made good any defects to the Director of City Highways' satisfaction the Director of City Highways shall issue the Final Completion Certificate and the Public Realm Highway Works shall become highway maintainable at the public expense and thereafter be the entire responsibility of the City Council and the Bond shall thereafter be of no effect and the Owner released from its terms thereafter.

SCHEDULE 6

CITY COUNCIL TO DESIGN AND CARRY OUT PUBLIC REALM HIGHWAY WORKS

In the event that the Parties have agreed in accordance with paragraph 8 of this Agreement that the City Council will carry out and complete the Public Realm Highway Works the following provisions shall be applicable:

- 1 The Owner shall as soon as is reasonably practicable but in any event not later than the date of the Commencement of Development notify the City Council of the Estimated Date of Practical Completion.
- 2 In the event of any changes to the Estimated Date of Practical Completion the Owner shall forthwith notify the City Council in writing thereof.
- 3 Within 14 (fourteen) days of being so requested the Owner shall pay the Estimated Cost and the Estimated Monitoring Fees to the City Council.
- 4 Unless otherwise agreed in writing by the City Council, the Owner shall not Occupy the Development if the Owner is in breach of paragraph 3 of this Schedule 6 at the date of such Occupation.
- 5 The Owner shall not obstruct the City Council in the carrying out of the Public Realm Highway Works.
- 6 The City Council (so far as it lawfully may without fettering its statutory discretion and subject to the obtaining of all necessary consents which it shall use all reasonable endeavours to obtain) shall use all reasonable endeavours to design and complete the Public Realm Highway Works as soon as reasonably practicable after Practical Completion or such other timescale agreed in writing with the Owner and upon receipt of a cleared and unobstructed site for the Public Realm Highway Works which shall remain cleared and unobstructed for the duration of the Public Realm Highway Works.
- 7 Upon completion of the Public Realm Highway Works the Owner shall within 14 (fourteen) days of any request to do so pay to the City Council any amount by which the reasonable and proper actual cost of the Public Realm Highway Works (including their design and supervision) exceeds the sum of the Estimated Monitoring Fees and the Estimated Cost and the City Council shall repay to the Owner any amount by which the sum of the Estimated Monitoring Fees and the Estimated Cost exceeds the reasonable and proper actual cost of the Public Realm Highway Works (including their design and supervision).
- 8 Within 28 (twenty-eight) days of any proper and reasonable request to do so the Owner shall provide the City Council with such information as is available to the Owner to enable the City Council to obtain such consents from the statutory authorities and undertakers and other persons or bodies and to make such traffic management orders under the appropriate sections of the Road Traffic Regulation Act 1984 as may be required for the carrying out of the Public Realm Highway Works.
- 9 The Owner shall reimburse to the City Council all reasonable and proper costs properly and reasonably incurred which are incidental to the carrying out of the Public Realm Highway Works and except in the case of an emergency and where reasonably practicable the City Council will notify the Owner before incurring such costs and take in to account any representations made by the Owner in respect of such costs.
- 10 The Owner shall not carry out or cause or permit to be carried out:
 - 10.1 any works on the public highway except such works as shall have been approved in writing by the City Council in its capacity as highway authority; or

10.2 any works to the Development abutting the highway except in accordance with the details approved by the City Council in advance of such works commencing.

SCHEDULE 7

PUBLIC REALM HIGHWAY WORKS

PART A

Such works as are reasonably required by the Director of City Highways in the area and to the extent shown for illustrative purposes on Plan 2 including but not limited to:

1. Minor post-construction making good/repairing works of footway along Harrow Road (including area along Porteous Road underpass up to canal) and Bishops Bridge Road as shown indicatively on Plan 2.
2. Access and egress improvements.
3. Alterations and reinstatement of existing vehicle crossovers
4. Bus stop kerb alignment and footway expansion.
5. Triangle Land - Legible London totem (1no.) + surrounding works.
6. Installation of a new semi mature tree at Harrow Road junction to replace tree removed to facilitate build.
7. Improved lighting at Harrow Road junction with underpass to create an improved sense of safety.
8. Installation of new signage at junction of Harrow Road and underpass.
9. Porteous underpass - enhanced lighting to create an improved sense of safety by addition of reflective cladding and lighting.
10. Bus shelter relocation to back edge of footway and Bus shelter upgrade (to TfL innovation team standard at the time of implementation, including realtime countdown).
11. Cycle lane safeguarding – Harrow Road (cycle wands); and
12. any associated works related to the above works (including alterations to drainage, lighting, signage, traffic management orders, street furniture, street trees, soft and hard landscaping, and other highway infrastructure (including all legal, administrative and statutory processes)) all of which works shall be in accordance with the specifications standards and requirements of the City Council and in such high quality materials as Approved by the Director of City Highways.

PART B

Such works in the area and to the extent shown for illustrative purposes on Plan 3

1. Triangle land - Soft landscaping including planting throughout the central area and along existing elevation of underpass.
2. Installation of a new semi mature tree within canalside seating area to replace tree removed to facilitate build.
3. Resurface the area of paving alongside the canal up to the entrance of the underpass and to the threshold of the underside of the bridge.

4. Façade lighting to improve the sense of safety on Bishops Bridge Road.
5. Improving the space under Bishops Bridge Road Bridge with art work and painting in accordance with the GLA Good Growth by Design guidance: Safety in Public Space - Women, Girls and Gender Diverse People to improve the sense of safety for women, girls and gender diverse people (or equivalent guidance, and be designed to address the feeling of safety) and Westminster's City Council Streets and Spaces Public Realm Supplemental Planning Document (2025)

ANNEX 1
DRAFT DECISION NOTICE

GREATER LONDON AUTHORITY

Good Growth

Joanne Rams
NEWMARK
One Fitzroy
6 Mortimer Street
London W1T 3JJ

GLA Reference : 2025/0212/S3
WCC Reference : 24/03600/FULL
Date : XX March 2026

Dear Ms Rams

Town & Country Planning Act 1990 (as amended); Planning (Listed Building and Conservation Areas) Act 1990; Greater London Authority Acts 1999 and 2007; Town & Country Planning (Mayor of London) Order 2008 and Town and Country Planning (Environmental Impact Assessment) Regulations 2017.

GRANT OF PLANNING PERMISSION SUBJECT TO PLANNING CONDITIONS AND SECTION 106 AGREEMENT DATED TBC March 2026

The Deputy Mayor of London for Planning, Regeneration, Skills and the Fire Service, acting 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):

Demolition of existing buildings and construction of a building between 4- 20 storeys comprising the re-provision of a builders' merchant, provision of purpose-built student accommodation (605 bedrooms) and community space with canal side path, canal mooring improvements and a new public walkway under Bishops Bridge Road bridge.

Compliance Conditions

Three years deadline for commencement of development.

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

Reason: To comply with the provisions of Section 91 of the Town and Country Planning Act 1990 (as amended).

Development in accordance with approved plans and documents

2. The development hereby permitted shall be carried out in accordance with the drawings and other documents listed on this decision letter, and any drawings

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approved subsequently by Local Planning Authority pursuant to any conditions on this decision letter.

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

Environmental Statement mitigation measures

3. The development hereby permitted shall be carried out in accordance with the mitigation measures set out in the Environmental Statement unless otherwise provided for in any of these conditions, provided that such measures do not lead to there being any significant environmental effects other than those assessed in the Environmental Statement.

Reason: To ensure the mitigation measures specified in the Environmental Statement are satisfactorily implemented.

Use Class Restriction

4. Notwithstanding the Town and Country Planning (General Permitted Development) Order 2015 (as updated) (or any Order revoking, re-enacting or modifying that Order), the ground floor commercial unit shall be used for the following purposes Use Class Sui Generis (builders' merchant) (of the Schedule to the Town and Country Planning (Use Classes) Order 1987, or in any provision equivalent to that Class in any statutory instrument revoking and re-enacting that Order).

Reason: In order to protect the residential amenity of future occupiers of the development in accordance with Policies D13, D14, E4 and E7 of the London Plan (2021) and Policy 7 of the Westminster City Plan 2019–2040 (April 2021).

Noise

5. No music (live or recorded) shall be played from either within the development, or on the roof terraces, which can be heard outside of the development site.

Reason: To protect the environment of people living within and adjacent to the development in accordance with Policies 7, 33 and 38 of the Westminster City Plan 2019-2040 (April 2021) and Policy D14 of the London Plan (2021).

Hours of building work

6. Except for piling, excavation and demolition work, building work which can be heard at the boundary of the site shall only be carried out:
 - o between 08.00 and 18.00 Monday to Friday;
 - o between 08.00 and 13.00 on Saturday; and
 - o not at all on Sundays, bank holidays and public holidays.Piling, excavation and demolition work shall be carried out only:
 - o between 08.00 and 18.00 Monday to Friday; and
 - o not at all on Saturdays, Sundays, bank holidays and public holidays.

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

Reason: To protect the environment of neighbouring occupiers in accordance with Policy D14 of the London Plan (2021), Policies 7 and 33 of the Westminster City Plan 2019-2040 (April 2021).

Non-Road Mobile Machinery (NRMM)

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

Reason: To protect local air quality and comply with Policy SI 1 of the London Plan (2021) and Policies 32 and 33 of the Westminster City Plan 2019-2024 (April 2021).

Level 02 and 19 plans flat roof

8. The areas of flat roof labelled 'no general access' and 'Non accessible terrace' shown on Level 02 and 19 plans shall not be used for sitting out or for any other purpose. They can however be used for maintenance or to escape in an emergency.

Reason: To protect the privacy and environment of people in neighbouring properties, as set out Policies 7 and 38 of the Westminster City Plan 2019 - 2040 (April 2021).

Windows: first floor amenity space

9. The windows to the first-floor amenity space facing onto the canal shall be fixed shut.

Reason: To protect the environment of people in neighbouring properties. This is as set out in Policies 7, 33 and 38 of the Westminster City Plan 2019 - 2040 (April 2021).

Purpose built student accommodation (PBSA) Servicing

10. All servicing must occur from within the off-street servicing area, including refuse collection. All areas for servicing, holding areas and access corridors, must be

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retained for this purpose for the life of the development and used for no other purpose that prevents off-street servicing from occurring. The Servicing Management Plan required by condition 84 (including consolidation of non-food deliveries) must be followed for the life of the development. A clear vertical height of 6.5 metres shall be maintained within the loading bay (not to be reduced with plant, lighting, signage, firefighting items etc).

Reason: To avoid blocking the surrounding streets and to protect the environment of people in neighbouring properties as set out in Policy 29 of the Westminster City Plan 2019 - 2040 (April 2021) and Policy T4 of the London Plan (2021).

Disabled car parking spaces

11. All disabled car parking space shown on the approved drawings shall be provided prior to occupation of the development and thereafter permanently retain them.

Reason: To provide parking spaces for people using the development as set out in Policy 27 of the City Plan 2019 - 2040 (April 2021).

12. All doors or gates shall not open over or across the road or pavement.

Reason: In the interests of public safety and to avoid blocking the road as set out in Policies 24 and 25 of the Westminster City Plan 2019 - 2040 (April 2021) and Policy T6.1 of the London Plan (2021).

Structure over highway

13. Any structure over the highway must maintain 2.6 metres vertical clearance from the footway surface at all times and not extend closer than 1 metre to the kerb edge; when within 1 metre of the kerb edge and over carriageway, 5.3 metres vertical clearance must be maintained by any structure. This includes building overhangs, public art, signage, awnings and canopies.

Reason: To avoid blocking the surrounding streets and to protect the environment of people in neighbouring properties as set out in Policy 29 of the Westminster City Plan 2019 - 2040 (April 2021).

BREEAM – Excellent rating

14. The development hereby approved shall achieve a BREEAM rating of 'Excellent' or higher or an equivalent independent measure of energy performance and sustainability. Where the performance of the development is measured using BREEAM, it shall achieve not less than the total credits for each of the Energy, Materials and Waste categories in the BREEAM Pre- Assessment hereby approved.

Reason: To ensure the development minimises operational carbon dioxide emissions and achieves the highest levels of sustainable design and construction in accordance with Policies 36 and 38 of the Westminster City Plan 2019 - 2040

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(April 2021) and the Environmental Supplementary Planning Document (February 2022).

Noise and vibration

15. The design and structure of the building shall be of such a standard that it will protect residents within it from existing external noise so that they are not exposed to levels indoors of more than 35 dB LAeq 16 hrs daytime and of more than 30 dB LAeq 8 hrs in bedrooms at night.

Reason: To ensure that design, structure and acoustic insulation of the development will provide sufficient protection for residents of the development from the intrusion of external noise in accordance with Policy D14 of the London Plan (2021), Policies 7 and 33 of the City Plan 2019 - 2040 (April 2021) and the Environmental Supplementary Planning Document (February 2022).

16. The design and structure of the building shall be of such a standard that it will protect residents within the same building or in adjoining buildings from noise and vibration from the development, so that they are not exposed to noise levels indoors of more than 35 dB LAeq 16 hrs daytime and of more than 30 dB LAeq 8 hrs in bedrooms at night. Inside bedrooms 45 dB L Amax is not to be exceeded more than 15 times per night-time from sources other than emergency sirens.

Reason: To ensure that design, structure and acoustic insulation of the development will provide sufficient protection for residents of the same or adjoining buildings from noise and vibration from elsewhere in the development, in accordance with Policy D14 of the London Plan (2021), Policies 7 and 33 of the City Plan 2019 - 2040 (April 2021) and the Environmental Supplementary Planning Document (February 2022).

17. (1) Where noise emitted from the proposed plant and machinery will not contain tones or will not be intermittent, the 'A' weighted sound pressure level from the plant and machinery (including non-emergency auxiliary plant and generators) hereby permitted, when operating at its noisiest, shall not at any time exceed a value of 10 dB below the minimum external background noise, at a point 1 metre outside any window of any residential and other noise sensitive property, unless and until a fixed maximum noise level is approved in writing by the Local Planning Authority pursuant to Part (3) below. The background level should be expressed in terms of the lowest LA90, 15 mins during the proposed hours of operation. The plant-specific noise level should be expressed as LAeqTm, and shall be representative of the plant operating at its maximum.

(2) Where noise emitted from the proposed plant and machinery will contain tones or will be intermittent, the 'A' weighted sound pressure level from the plant and machinery (including non-emergency auxiliary plant and generators) hereby permitted, when operating at its noisiest, shall not at any time exceed a value of 15 dB below the minimum external background noise, at a point 1 metre outside any window of any residential and other noise sensitive property, unless and until a fixed maximum noise level is approved in writing by the Local Planning

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Authority. The background level should be expressed in terms of the lowest LA90, 15 mins during the proposed hours of operation. The plant-specific noise level should be expressed as LAeqTm, and shall be representative of the plant operating at its maximum.

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

- (a) A schedule of all plant and equipment that formed part of this application;
- (b) Locations of the plant and machinery and associated: ducting; attenuation and damping equipment;
- (c) Manufacturer specifications of sound emissions in octave or third octave detail;
- (d) The location of most affected noise sensitive receptor location and the most affected window of it;
- (e) Distances between plant & equipment and receptor location/s and any mitigating features that may attenuate the sound level received at the most affected receptor location;
- (f) Measurements of existing LA90, 15 mins levels recorded one metre outside and in front of the window referred to in (d) above (or a suitable representative position), at times when background noise is at its lowest during hours when the plant and equipment will operate. This acoustic survey to be conducted in conformity to BS 7445 in respect of measurement methodology and procedures;
- (g) The lowest existing LA90, 15 mins measurement recorded under (f) above;
- (h) Measurement evidence and any calculations demonstrating that plant and equipment complies with the planning condition;
- (i) The proposed maximum noise level to be emitted by the plant and equipment.
(C46AD)

Reason: Because existing external ambient noise levels exceed WHO Guideline Levels, and as set out in Policy D14 of the London Plan (2021), Policies 7 and 33 of the Westminster City Plan 2019 - 2040 (April 2021) and the Environmental Supplementary Planning Document (February 2022), so that the noise environment of people in noise sensitive receptors is protected, including the intrusiveness of tonal and impulsive sounds, and by contributing to reducing excessive ambient noise levels. Part (3) is included so that applicants may ask subsequently for a fixed maximum noise level to be approved in case ambient noise levels reduce at any time after implementation of the planning permission.

18. No vibration shall be transmitted to adjoining or other premises and structures through the building structure and fabric of this development as to cause a vibration dose value of greater than 0.4m/s (1.75) 16 hour day-time nor 0.2m/s (1.75) 8 hour night-time as defined by BS 6472 (2008) in any part of a residential and other noise sensitive property.

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Reason: To ensure that the development is designed to prevent structural transmission of noise or vibration and to prevent adverse effects as a result of vibration on the noise environment in accordance with Policies 7 and 33 of the City Plan 2019 - 2040 (April 2021) and the Environmental Supplementary Planning Document (February 2022). You must apply to us for approval of details of a supplementary acoustic report demonstrating that the plant will comply with the Council's noise criteria as set out in Condition(s) 17 of this permission. You must not start work on the plant areas within the development until we have approved in writing what you have sent us. (C51AB)

Reason: Because existing external ambient noise levels exceed WHO Guideline Levels, and as set out Policy D14 of the London Plan (2021), Policies 7 and 33 of the City Plan 2019 - 2040 (April 2021) and the Environmental Supplementary Planning Document (February 2022), so that the noise environment of people in noise sensitive receptors is protected, including the intrusiveness of tonal and impulsive sounds, and by contributing to reducing excessive ambient noise levels. Part (3) is included so that applicants may ask subsequently for a fixed maximum noise level to be approved in case ambient noise levels reduce at any time after implementation of the planning permission.

19. The emergency plant and generators hereby approved shall only be used for the purpose of public safety and life critical systems and shall not be used for backup equipment for commercial uses such as Short-Term Operating Reserve (STOR). The emergency plant and generators shall be operated at all times in accordance with the following criteria:

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

(2) The emergency plant and generators hereby permitted may be operated only for essential testing, except when required in an emergency situation.

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

Reason: Emergency energy generation plant is generally noisy, so in accordance with Policy D14 of the London Plan (2021), Policies 7 and 33 of the City Plan 2019 - 2040 (April 2021) and the Environmental Supplementary Planning Document (February 2022), a maximum noise level is required to ensure that any disturbance caused by it is kept to a minimum and to ensure testing is carried out for limited periods during defined daytime weekday hours only, to prevent disturbance to residents and those working nearby.

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Pre-commencement conditions

Code of Construction Practice

20. Pre Commencement condition: Prior to the commencement of any:

- (a) demolition, and/or
- (b) earthworks/piling and/or
- (c) construction

evidence to demonstrate that any implementation of the scheme hereby approved, by the applicant or any other party, will be bound by the council's Code of Construction Practice shall be submitted to an approved in writing by the Local Planning Authority. Such evidence must take the form of the relevant completed Appendix A checklist from the Code of Construction Practice, signed by the applicant.

Reason: To protect the environment of neighbouring occupiers in accordance with D14, SI1 and T7 of the London Plan (2021), and Policies 7 and 33 of the Westminster City Plan 2019 - 2040 (April 2021).

Demolition and construction: Freight by water

21. Pre-commencement condition: Details of a feasibility study to assess the potential for moving freight by water shall be submitted to and approved in writing by the Local Planning Authority in consultation with the Canal and Rivers Trust:

A) Prior to the commencement of the development in relation to the demolition and construction of the development (waste and bulk materials); and

B) Prior to occupation of the development in relation to the operation of the development (waste and recyclables).

The freight shall then be moved in accordance with the approved details for the lifetime of the development.

Reason: To encourage the use of the waterways for transporting waste and bulk materials in accordance with Policy 31 of the Westminster City Plan 2019-2040 (April 2021) and Policy SI 15 of the London Plan (2021).

Canal wall works

22. Pre-commencement condition. Prior to the commencement of development, details shall be submitted to and approved in writing by the Local Planning Authority (in consultation with the Canal and Rivers Trust) specifying appropriate arrangements to secure the following:

A) Assessment of the canal wall; and

B) Any repair works required to the canal wall as a result of construction and to allow the use of the new canal footway

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The details submitted shall include a timetable for implementation. The development shall be carried out in accordance with the approved details.

Reason: In the interest of the structural integrity of the waterway wall, waterway heritage, navigational safety and visual amenity, in accordance with Policy 31 of the Westminster City Plan 2019-2040 (April 2021) and SI 14 and SI 16 of the London Plan (2021).

Protection of underground transport infrastructure

23. Pre-commencement condition. Prior to commencement of the development, details related to the protection of underground transport infrastructure shall be submitted to and approved in writing by the Local Planning Authority, in consultation with London Underground. The details shall include details relating to:

- a) demolition;
- b) excavation details for all of the foundations, basement and ground floor structures, or for any other structures below ground level, including piling (temporary and permanent);
- c) demonstrating that the proposed design has identified and accommodated the location of existing London Underground structures and tunnels;
- d) accommodate ground movement arising from the development construction thereof - An impact assessment on Bakerloo line tunnels is required and a Category 2 Design Check on the superstructure loading is to be used within the impact assessment;
- e) and mitigate the effects of noise and vibration arising from the adjoining railway operations within the structures and tunnels.

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

Reason: To ensure that the development does not impact on existing London Underground transport infrastructure, in accordance with Policy T3 of the London Plan (2021) and 'Land for Industry and Transport' Supplementary Planning Guidance 2012.

Contaminated land

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

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

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

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

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

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

Works shall be carried out in the approved details.

Reason: To make sure that any contamination under the site is identified and treated so that it does not harm anyone who uses the site in the future, in accordance with and Policy SD1 of the London Plan (2021) and Policy 33(E) of the Westminster City Plan 2019 - 2040 (April 2021).

Construction management plan / Construction logistics plan

25. Pre-Commencement Condition: No development shall take place, until a construction management plan/logistics plan for that phase of the proposed development (demolition and construction) has been submitted to and approved in writing by the Local Planning Authority in consultation with Transport for London. The plans shall include:

- Details of construction vehicle routing, delivery scheduling, site access arrangement, and pit lane.
- Measures to minimise the impacts on the road network, including congestion and road safety
- Specific provisions for the management of bus infrastructure, including any temporary relocation, suspension, or alteration of bus stops, which must be agreed in advance with TfL and clearly communicated to affected users
- Monitoring and review mechanisms to ensure compliance throughout the construction period.

The development shall thereafter be carried out in accordance with the approved plan at all times.

Reason: To ensure the safe and efficient operation of the public transport network, and minimise the impact of construction logistics on the road network, in accordance with Policies 7 and 33 of the Westminster City Plan 2019–2040 (April 2021), Policy T1 and T7 of the London Plan (2021), and Transport for London's Construction Logistics Planning Guidance.

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Sustainable drainage

26. Pre commencement condition: Prior to the commencement of the sub structure , construction drawings of the surface water drainage network, associated sustainable drainage components and flow control mechanisms and a construction method statement shall be submitted to and agreed in writing by the local planning authority. The scheme shall then be constructed as per the agreed drawings, method statement, Flood Risk Assessment (Waterman Infrastructure and Environment Limited, 09 October 2024), Drainage Strategy (Meinhardt, 23 August 2024, 2796-MHT-CV-RP-0001, and P05) and WCC Planning Response Design Note (03 December 2024, 2796-MHT-ZZ-XX-T-C-0001, P01) and remaining in perpetuity for the lifetime of the development.

Reason: To ensure that the development achieves a high standard of sustainability and mitigates surface water flooding in accordance with the NPPF, Policy SI 12 of the London Plan (2021) and Policy 35 of the Westminster City Plan 2019- 2040 (April 2021).

Air quality

27. Pre-commencement condition. Prior to commencement of above ground works details of a system of mechanical ventilation, shall be submitted to and approved in writing by the Local Planning Authority. The ventilation system shall be capable of ensuring that:

A) A system of air quality filtration is installed and or inlets are positioned so that that they are drawing air of a sufficient quality so that the National Air Quality Objectives and WHO guideline levels for Nitrogen Dioxide (NO₂) and Particulate Matter (PM_{10/2.5}) are not exceeded within the properties.

B) The internal noise levels for the noise sensitive properties do not exceed the noise levels specified in condition C49AA/C49BB

C) The mechanical ventilation is designed in compliance with the current Technical Memorandum produced by CIBSE to prevent overheating when the windows are closed

The approved system shall be installed and operational before occupation of sensitive uses and the system shall be checked and maintained in accordance with the manufacturer's specification and retained.

Reason: Because existing external ambient Air quality levels exceed the National air quality objectives and WHO Guideline Levels, and to ensure the development meets Policy SI 1 of the London Plan (2021) and Policies 12, 32 and 33 of the Westminster City Plan 2019-2024 (April 2021).

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Recording of and Retention of Parts of the Non-Designated Heritage Assets

Recording of removed historic fabric prior to demolition

28. Pre-commencement condition. No demolition or development shall take place until the parts of the 1896 to 1916 warehouse and the historic north yard timber structure have been subject to a full photographic and textual recording to the standard indicated in the Historic England guidance document Understanding Historic Buildings: A Guide to Good Recording Practice (Historic England, May 2016). The recording shall be at Level 2 as described in Paragraph 5.3 and the record disseminated and published as described in Paragraphs 6.2 and 6.3 of that document. The work shall be undertaken by a specialist contractor approved by the local planning authority and in accordance with a Written Scheme of Investigation submitted to and approved in writing by the Local Planning Authority. The completed record shall be submitted in writing to the Local Planning Authority, the Greater London Historic Environment Record and a local museum or other public depository and approved in writing by the Local Planning Authority prior to the occupation of the development. A record of receipt by the GLHER shall be submitted to the Local Planning Authority. The demolition of historic fabric shall not be carried out otherwise than in accordance with the recording thus approved.

REASON: To provide the opportunity to record significant historic fabric before demolition work commences in accordance with National Planning Policy Framework, December 2024, Paragraph 218 and footnote 76; Policy HC1 of the London Plan (2021); and Policies 38B, 39B and 39R of the Westminster City Plan 2019-2040 (April 2021).

Retaining the gable wall of the 1896 to 1916 warehouse

29. Pre-commencement condition. Prior to commencement, no demolition or development shall take place on site until a detailed scheme of works for the structural works and temporary works to support the retained gable wall shall be submitted to and approved in writing by the Local Planning Authority. The required detail is the submission of a detailed report and method statement by a suitably qualified and experienced chartered structural engineer, addressing the following areas:
- a) Detailing the engineer's qualifications, relevant experience and supervisory role;
 - b) Explaining how the existing structure stands;
 - c) Detailing the method by which the existing structure is to be supported and protected in situ from both sides during the demolition of the rest of the site, as well as consequent construction of the adjacent canal pathway;
 - d) Confirming how the safety and stability of the retained historic building fabric will be ensured;

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e) Methodology of works to dismantle (and retain for partial reuse), the warehouse's metal roof framework;

f) Detailing the structural interventions to ensure that the building will stand in the future, including details (for example and not limited to) of any new foundation design, underpinning, steelwork and other strengthening and their locations and methods of fixing and installation, with sketches as necessary (the permanent works).

All structural works shall be carried out strictly in accordance with the details so approved and not otherwise. All excavation and structural works shall be carried out by hand. No other excavation or structural works are authorised by this consent without prior approval of the details.

Reason: To ensure that the retention of the gable wall is successfully achieved in accordance with National Planning Policy Framework, December 2024, Paragraphs 212 to 221; Policy HC1 of the London Plan (2021); and Policies 38B, 39B and 39R of the Westminster City Plan 2019-2040 (April 2021).

Details of works to the retained gable wall of the 1896 to 1916 warehouse

30. Pre-commencement condition. Detailed drawings and full particulars of the proposed works of demolition, alteration and extension to the retained gable wall of the 1896 to 1916 warehouse shall be submitted to and approved in writing by the Local Planning Authority prior to the commencement of the development. The details submitted shall include:

- a) Details of the restoration works to brickwork, windows, doors;
- b) Details of the long-term support framework on/over the path, including the "echo" of the roof;
- c) Details of any works of alteration or addition to the gable required to facilitate the approved works;
- d) Details of any works in addition to c) to facilitate public art or heritage interpretation;

The works shall be carried out than in accordance with the details thus approved prior to the occupation of the development and maintained thereafter.

Reason: To ensure that the works to the retained gable wall of the 1896 to 1916 warehouse are appropriate to its significance and in accordance with National Planning Policy Framework, December 2024, Paragraphs 202 to 221; Policy HC1 of the London Plan (2021); and Policies 38B, 39B and 39R of the Westminster City Plan 2019-2040 (April 2021).

Bishop's Bridge Road works

31. Pre-commencement condition. Prior to commencement of development, details of necessary approvals of Technical Approval 1 (TA1) for all works affecting the adjoining Bishop's Bridge Road bridge structure (including foundations and

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abutments) shall be submitted to and approved in writing by the local planning authority. The works shall be carried out with the approved details.

Reason: In the interests of public safety and to avoid blocking the road as set out in Policies 24 and 25 of the City Plan 2019 - 2040 (April 2021).

Biodiversity protection

32. Pre Commencement condition: Prior to commencement of development details of the following biodiversity protection shall be submitted and approved in writing by the Local Planning Authority:

- A) Measures to avoid impacts on sensitive ecological receptors (such as the canal) during demolition and construction.
- B) Details of measures to protect nesting birds.
- C) Methods for the safe removal of invasive species (such as the Virginia Creeper and buddleia) to ensure they are not allowed to spread in the wild.

The details submitted shall include a timetable for implementation of the biodiversity protection measures. The biodiversity protection measures shall then be implemented in accordance with the details and retained and maintained for the life of the development.

Reason: To protect and increase the biodiversity of the environment, in accordance with Policy G6 of the London Plan (2021) and Policy 34 of the Westminster City Plan 2019 - 2040 (April 2021).

Biodiversity enhancement plan Bat and bird boxes and wildlife friendly planting

33. Pre Commencement Condition: Prior to above ground works of the relevant part of the development, details of a biodiversity enhancements plan, such as bat and bird boxes and wildlife friendly planting, shall be submitted to and approved in writing by the Local Planning Authority. The work shall be carried out according to the approved details before you start to use the building and shall be maintained and retained for the life of the development.

Reason: To protect and increase the biodiversity of the environment, in accordance with and Policy G6 of the London Plan (2021) and Policy 34 of the Westminster City Plan 2019 - 2040 (April 2021).

Hard and soft landscaping

34. Pre-commencement condition. Notwithstanding the submitted details, prior to commencement of the above ground works detailed drawings of a hard and soft landscaping scheme) shall be submitted to and approved in writing by the Local Planning Authority. The details shall include the number, size, species and position of trees and shrubs and associated irrigation maintenance regime, including sustainable water sources and wind mitigation planting to terraces.

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The landscaping and planting hereby approved must be carried out within one year of completing the development, (or within any other time limit we agree to in writing).

If any trees that are part of the approved planting scheme are removed, or are found to be dying, severely damaged or diseased within five years of planting them, they must be replaced with trees of the same size and species, (or alternative sizes and species which the Local Planning Authority agree first to in writing).

Reason: To improve the appearance of the development, to make sure that it contributes to the character and appearance of the area, and to improve its contribution to biodiversity and the local environment. This is as set out in Policies 7, 33, 34 and 38 of the Westminster City Plan 2019 - 2040 (April 2021).

Tree planting

35. Pre-commencement condition. Prior to commencement of the above ground works, details of new tree planting shall be submitted to and approved in writing by the Local Planning Authority. The details shall include the tree species, size, locations, tree pit design, irrigation and maintenance and the soil crating system. Details shall also include the depth and area and overall volume of the new soils to create an adequate rooting environment for new tree planting including details of any drainage layer and other components, the soil specification and profile, and the way that the proposed areas of soil will be connected to the surrounding soil.

The works must be carried out according to the approved details prior to occupation of the development.

Reason: To improve the appearance of the development and its contribution to biodiversity and the local environment, as set out in Policies 34 and 45 of the Westminster City Plan 2019 - 2040 (April 2021) and Policy G7 of the London Plan (2021).

Green roofs, roof terraces and green walls

36. Pre-commencement condition. Notwithstanding the submitted details, prior to above ground works of the development, detailed drawings and a bio-diversity management plan in relation to the:

- A) Green roofs
- B) Roof terraces
- C) Green walls

Shall be submitted to, and approved in writing by, the Local Planning Authority. The details will include construction method, soil volumes, layout, species and maintenance regime. The work shall be carried out according to the approved details prior to occupation and thereafter retain and maintain in accordance with the approved management plan.

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Reason: To improve the appearance of the development and its contribution to biodiversity and the local environment, as set out in Policy 34 of the Westminster City Plan 2019 - 2040 (April 2021).

Biodiversity net gain

37. Pre Commencement Condition: Prior to the commencement of development, a biodiversity gain plan shall be submitted to and approved in writing by the Local Planning Authority. The biodiversity gain plan shall be prepared in accordance with the preliminary ecological appraisal and draft biodiversity metric.

Reason: To ensure the development delivers a biodiversity net gain on site in accordance with Schedule 7A of the Town and Country Planning Act 1990 and in accordance with policy G6 of the London Plan 2021 and Policy 34 of the Westminster City Plan 2019-2040 (April 2021).

Habitat management and monitoring plan

38. Pre-commencement condition. Prior to commencement of the above ground works, a Habitat Management and Monitoring Plan (the HMMP), prepared in accordance with the Biodiversity Gain Plan (as required by condition 37), shall be submitted to and approved in writing by the Local Planning Authority. The HMMP shall include:

- (a) a non-technical summary;
- (b) the roles and responsibilities of the people or organisation(s) delivering the [HMMP];
- (c) the planned habitat creation and enhancement works to create or improve habitat to achieve the biodiversity net gain in accordance with the approved Biodiversity Gain Plan;
- (d) the management measures to maintain habitat in accordance with the approved Biodiversity Gain Plan for a period of 30 years from the completion of development; and
- (e) the monitoring methodology and frequency in respect of the created or enhanced habitat

The habitat creation and enhancement works, and other measures set out in the approved HMMP, shall be completed prior to the occupation of the development.

The development shall be implemented in accordance with the approved HMMP.

Reason: To ensure the development delivers a biodiversity net gain on site in accordance with Schedule 7A of the Town and Country Planning Act 1990 and in accordance with Policy G6 of the London Plan 2021 and Policy 34 of the Westminster City Plan 2019-2040 (April 2021).

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Archaeology

39. Pre-commencement condition. Prior to commencement of the development, a written scheme of historic building investigation (WSI) shall be submitted to and approved in writing by the Local Planning Authority. For buildings that are included within the WSI, no demolition or development shall take place other than in accordance with the agreed WSI, which shall include the statement of significance and research objectives, and:

A) The programme and methodology of historic building investigation and recording and the nomination of a competent person(s) or organisation to undertake the agreed works

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

Reason: To avoid damage to any archaeological remains on site in accordance with Policy 39 of the City Plan 2019 - 2040 (April 2021) and HC1 of the London Plan (2021).

40. Pre-commencement condition. Prior to commencement of the development, a written scheme of investigation (WSI) has been submitted to and approved in writing by the Local Planning Authority. For land that is included within the WSI, no demolition or development shall take place other than in accordance with the agreed WSI, which shall include the statement of significance and research objectives, and

A) The programme and methodology of site investigation and recording and the nomination of a competent person(s) or organisation to undertake the agreed works

B) Where appropriate, details of a programme for delivering related positive public benefits

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

Reason: To protect the archaeological heritage of the City of Westminster as set out in Policy 39 of the City Plan 2019 - 2040 (April 2021) and Policy HC1 of the London Plan (2021).

Air Quality and Dust Management Plan (AQDMP)

41. Pre-commencement condition. Measures to control emissions during the demolition and/or construction phase relevant to a Medium risk site should be

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written into an Air Quality and Dust Management Plan (AQDMP), or form part of a Construction Environmental Management Plan (as relevant for either demolition or construction phases), in line with the requirements of the Control of Dust and Emissions during Construction and Demolition SPG. The AQDMP should be approved by the Local Planning Authority and the measures and monitoring protocols implemented throughout the demolition and/or construction phase

Reason: To protect local air quality and comply with Policy SI 1 of the London Plan (2021) and Policies 32 and 33 of the Westminster City Plan 2019-2024 (April 2021).

Noise insulation mitigation measures

42. Pre-commencement condition. Prior to commencement of the above ground works, a supplementary acoustic report demonstrating that the noise insulation mitigation measures will comply with the Council's noise criteria as set out in Conditions 15 and 16 of this permission shall be submitted to and approved in writing by the Local Planning Authority. The development shall be implemented in accordance with the details approved and maintained for the lifetime of the development.

Reason: To ensure that design, structure and acoustic insulation of the development will provide sufficient protection for: residents of the development from the intrusion of external noise; and residents of the same or adjoining buildings from noise and vibration from elsewhere in the development, in accordance with Policy D14 of the London Plan (2021), and Policies 7 and 33 of the Westminster City Plan 2019 - 2040 (2021) and the Environmental Supplementary Planning Document (February 2022).

Prior to specified works

Piling

43. No piling shall take place until a piling method statement has been submitted to and approved in writing by the local planning authority in consultation with Thames Water detailing the depth and type of piling to be undertaken and the methodology by which such piling will be carried out, including measures to prevent and minimise the potential for damage to and the programme for the works to:

- a) subsurface water infrastructure,
- b) subsurface sewerage infrastructure

Any piling must be undertaken in accordance with the terms of the approved piling method statement.

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

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Water mains

44. No construction shall take place within five metres of the water main unless 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, are submitted to and approved in writing by the local planning authority in consultation with Thames Water.

Any construction must be undertaken in accordance with the terms of the approved information. Unrestricted access must be available at all times for the maintenance and repair of the asset during and after the construction works.

Reason: The proposed works will be in close proximity to underground strategic water main, utility infrastructure.

Overheating: Peak looping: Cooling set point and control strategy

45. Prior to the commencement of any above ground works (excluding site clearance, demolition and archaeological works), overheating details relating the internal set point temperature for the system use and control strategy shall be submitted to, and approved in writing by, the local planning authority. The details shall demonstrate that the peak looping strategy has followed the cooling hierarchy, including demonstration that the ventilation system is not specified with a capacity that would enable full mechanical air conditioning. The details, based on the results of the detailed overheating modelling, shall also demonstrate that peak lopping units are only provided to units requiring additional cooling to pass DSY1, and not any units passing the closed window scenario without peak lopping. The development shall be implemented in accordance with the details approved and provided prior to occupation. The approved details shall be retained thereafter.

Reason: To manage heat risk to ensure that suitable living conditions are achieved within the development and that the buildings do not overheat in accordance with Policy SI 4 of the London Plan (2021).

Surface water drainage

46. Prior to the commencement of the groundworks, details of the proposed surface water drainage for the construction and operational phases of the development shall be submitted to and agreed in writing by the Local Planning Authority in consultation with the Canal and Rivers Trust. The development shall thereafter be implemented in accordance with the approved details.

Reason: To determine the potential for pollution of the waterway and likely volume of water, prior to work commencing. Potential contamination of the waterway and ground water from wind blow, seepage or spillage at the site, and high volumes of water should be avoided to safeguard the waterway environment and integrity of the waterway infrastructure, in accordance with Policy 31 of the Westminster City Plan 2019-2040 (April 2021), and SI 16 and SI 17 of the London Plan (2021).

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Digital connectivity

47. Prior to any construction works above ground level details of how the development will be designed to enable the installation of the most up-to-date standards of digital connectivity and ensure easy maintenance and future upgrading as technologies and standards improve shall be submitted to and approved in writing by the Local Planning Authority. The development shall be implemented in accordance with approved details and maintained as such for the lifetime of the development.

Reason: To ensure the development meets the most up-to-date standards of digital connectivity to contribute to London's global competitiveness, in accordance with Policy 19 of the Westminster City Plan (April 2021) and Policy SI6 of the London Plan (2021).

Fire statements

48. Prior to the commencement of the development (other than demolition, site clearance and ground works), a Fire Statement for the relevant phase or plot, in the form of an independent fire strategy produced by a third party suitably qualified assessor shall be submitted to and approved in writing by the Local Planning Authority. The statement should detail how the development proposal will function in terms of:

1. The building's construction: methods, products and materials used, including manufacturers' details;
2. The means of escape for all building users: stair cores, escape for building users who are disabled or require level access, and the associated evacuation strategy approach;
3. Features which reduce the risk to life: fire alarm systems, passive and active fire safety measures and associated management and maintenance plans;
4. Access for fire service personnel and equipment: how this will be achieved in an evacuation situation, water supplies, provision and positioning of equipment, firefighting lifts, stairs and lobbies, any fire suppression and smoke ventilation systems proposed, and the ongoing maintenance and monitoring of these;
5. How provision will be made within the site to enable fire appliances to gain access to buildings; and
6. Ensuring that any potential future modifications to the building will take into account and not compromise the base build fire safety/protection measures.

The development shall be implemented in accordance with the approved Fire Statement and retained as such for the lifetime of the development.

Reason: In order to achieve the highest standards of fire safety and ensure the safety of all building users, in accordance with Policy D12 of the London Plan (2021).

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Fire evacuation lifts

49. Prior to the commencement of the development (other than demolition, site clearance and ground works), details shall be submitted to and approved in writing by the local planning authority demonstrating that a minimum of at least one lift per core (or more subject to capacity assessments) will be a suitably sized fire evacuation lift suitable to be used to evacuate people who require level access from the building. The development shall be carried out in accordance with these details and maintained as such for the lifetime of the development .

Reason: In the interests of fire safety and to ensure compliance with Policy D5(b5) of the London Plan (2021).

Minimising water consumption

50. Prior to the commencement of Above Ground Works, details demonstrating how the proposal minimises water consumption across the site shall be submitted to and approved in writing by the Local Planning Authority. In line with Sustainability Statement, the details shall specify the measures required to achieve a minimum of 4 credits under the for BREEAM UK New Construction: Wat 01 Water Consumption credit criteria. Development shall thereafter be carried out in accordance with the details approved.

REASON: To ensure a sustainable form of development and in the interests of water efficiency in accordance with Policy SI 5 of the London Plan (2021) and Policy 38(D) of the Westminster City Plan 2019 - 2040 (April 2021)

Materials

51. Prior to the commencement of any above ground works (excluding site clearance, demolition and archaeological works), samples of the facing materials, including glazing and elevations and roof plans annotated to show where the materials are to be located shall be submitted to and approved in writing by the Local Planning Authority.

The development shall not be carried out otherwise than in accordance with any such approval given and retained thereafter.

Reason: To make sure that the appearance of the building is suitable and that it contributes to the character and appearance of the area, in accordance with Policies D3, D4 and D9 of the London Plan (2021), and Policies 38 and 40 of the Westminster City Plan 2019 - 2040 (April 2021).

Brickwork

52. Prior to the commencement of any above ground works (excluding site clearance, demolition and archaeological works), the following shall be submitted to and approved in writing by the Local Planning Authority:

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a) Representative brickwork panels for each brick/ tile/ panel type, showing the colour, texture, bond, mortar mix, pointing finish of solid / full depth brickwork;

The development shall not be carried out otherwise than in accordance with any such approval given and retained thereafter.

Reason: To make sure that the appearance of the building is suitable and that it contributes to the character and appearance of the area, in accordance with Policies D3, D4 and D9 of the London Plan (2021), and Policies 38 and 40 of the Westminster City Plan 2019 - 2040 (April 2021).

Urban greening factor

53. Prior to the commencement of any above ground works (excluding site clearance, demolition and archaeological works), details demonstrating that the proposal has been maximised and targeted an urban greening factor of at least 0.4, and achieved a minimum urban greening factor of at least 0.3. shall be submitted to and approved in writing, by the Local Planning Authority. The approved details proposal shall be implemented prior to occupation of the student accommodation.

Reason: To ensure carbon emissions have been minimised and to ensure the provision of green infrastructure in accordance with Policy G5 of the London Plan and policies 34, 36 and 38 in the Westminster City Plan 2019 - 2040 (April 2021).

Future district heating connection

54. Prior to any works of construction, detailed schematics and plantroom drawings, clearly showing that space allowance has been included in the final layout for a future district heating connection, shall be submitted to and approved in writing by the local planning authority.

The space shall be maintained to allow for a future connection for the lifetime of the development.

Reason: To ensure the development complies with Policy 36 of the City Plan 2019-2040 (April 2021) and SI 2 and SI 3 of the London Plan (March 2021).

Whole life carbon assessment

55. Prior to commencement of any construction works, an updated version of the Whole Life Carbon Assessment hereby approved, shall be submitted to and approved in writing by the Local Planning Authority.

(a) Where the updated assessment submitted identifies that changes to the design, procurement or delivery of the approved development will result in an increase in embodied carbon (A1-A5) above 600kgCO₂e/m² and/or Whole Life Carbon (A1-C4) above 997;kgCO₂e/m², which are the benchmarks established by your application stage Whole Life Carbon assessment, measures must be identified that will ensure that the additional carbon footprint of the development will be minimised.

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The applicant shall then carry out works in accordance with the updated version of the Whole Life Carbon assessment hereby approved.

- (b) Within 3 months of first occupation of the development, a post construction assessment Whole Life Carbon assessment shall be submitted to and approved in writing by the Local Planning Authority.

The post construction assessment shall demonstrate how the development has been completed in accordance with the updated benchmarks identified in the updated assessment submitted pursuant to part (a).

Reason: To ensure the development minimises carbon emissions throughout its whole life cycle in accordance with Policy S12 in the London Plan (2021), Policy 38 in the City Plan 2019 - 2040 (April 2021), the Environmental Supplementary Planning Document (February 2022) and the guidance set out in the Mayor of London's guidance 'Whole Life-Cycle Carbon Assessments' (March 2022).

Circular economy

56. (A) Prior to the commencement of any construction works and following completion of RIBA Stage 4, a detailed Circular Economy Statement including a site waste management plan (or updated version of the approved Circular Economy Statement that reaffirms the approved strategy or demonstrates improvements to it), shall be submitted to and approved in writing by the Local Planning Authority. The details shall demonstrate communication with supply chain as well as storage allocation to meet the relevant targets set out in the submitted pre-demolition audit at planning, and in particular to recover 95% of all structural steel on site. Evidence to be submitted showing intent and commitment that all steel will put into re-use, re-manufacture, and/or other types of good use and applications to support the circular economy. The Circular Economy Statement must be prepared in accordance with the Circular Economy Statements LPG (2022) and demonstrate that the development has been designed to meet the relevant targets set out in the guidance. The end-of-life strategy included in the statement shall include the approach to storing detailed building information relating to the structure and materials of the new building elements (and of the interventions to distinguish the historic from the new fabric). The development shall be carried out in accordance with the details we approve and shall be operated and managed throughout its life cycle in accordance with the approved details.

(B) A post-construction assessment in accordance with GLA's adopted Circular Economy Statement guidance shall be submitted to and approved in writing by the Local Planning Authority 3 months of first occupation of the development.

Reason: To ensure the development is resource efficient and maintains products and materials at their highest use for as long as possible in accordance with Policy S17 in the London Plan 2021, Policy 37 in the Westminster City Plan 2019 - 2040 (April 2021), the Environmental Supplementary Planning Document

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(February 2022) and the guidance set out in the Mayor of London's 'Circular Economy Statements' LPG (March 2022).

External facade

57. Notwithstanding the approved drawings, prior to any work on the external façade of the development detailed drawings at 1:5 and 1:20 and/or other visual design details as applicable, of the typical bay details of all new public facades, to include the following must be submitted to and approved in writing by the Local Planning Authority :
- a) typical façade modules, including windows, ventilation louvres / screens and external doors showing depth of rebates and extent of frames in relation to surrounding masonry;
 - b) external rainwater management;
 - c) location, design and size of minimising/ disguising movement joints;
 - d) design and visual management of building maintenance units / facade access systems;
 - e) built boundary treatments, garden structures, and hard landscaping;
 - f) external steps, railings and balustrades;
 - g) on-site way-finding signage.

The development must be carried out in accordance with the approved details and maintained for the life of the development.

Reason: To make sure that the appearance of the building is suitable and that it contributes to the character and appearance of the area. This is as set out in Policies 38 and 40 of the Westminster City Plan 2019 - 2040 (April 2021).

Use of back-up generator

58. Prior to the first operation of a back up generator an air quality assessment should be submitted and approved by the local planning authority. The assessment should predict the air quality impacts associated with the generator to nearby air quality sensitive receptors.

The report should refer to the Air quality national objectives and WHO guideline values.

Where mitigation is required to achieve the national air quality objectives this shall be installed prior to first use of the generator and retained for as long as the plant equipment is required.

Reason: Because existing external ambient Air quality levels exceed the National air quality objectives and WHO Guideline Levels, and to ensure the development meets Policy SI 1 of the London Plan (2021) and Policies 12, 32 and 33 of the Westminster City Plan 2019-2024 (April 2021).

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Prior to occupation

Canal bubble machine

59. Prior to the occupation of the development, details of a suitable location for a canal bubble machine shall be submitted to and approved in writing by the Local Planning Authority in consultation with the Canal and Rivers Trust. The location shall be made available for as long as is required by the Canal and Rivers Trust.

Reason: To support the function of the canal in accordance with Policy 31 of the City Plan 2019-2040 (April 2021) and SI 14, SI 16 and SI 17 of the London Plan (2021).

Water network infrastructure

60. Prior to the occupation of the development details shall be submitted to and approved in writing to the Local Planning Authority confirming that either:
- a) all water network upgrades required to accommodate the additional demand to serve the development have been completed; or
 - b) a development and infrastructure phasing plan has been agreed with Thames Water to allow development to be occupied.

Where a development and infrastructure phasing plan is agreed no occupation shall take place other than in accordance with the approved development and infrastructure phasing plan.

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

Surface water

61. Prior to the occupation of the development details shall be submitted to and approved in writing by the Local Planning Authority in consultation with Thames Water confirming either:
- a) Surface water capacity exists off site to serve the development or
 - b) A development and infrastructure phasing plan has been agreed with the Local Authority in consultation with Thames Water. Where a development and infrastructure phasing plan is agreed, no occupation shall take place other than in accordance with the agreed development and infrastructure phasing plan. Or
 - c) All Surface water network upgrades required to accommodate the additional flows from the development have been completed.

Reason: Network reinforcement works may be required to accommodate the proposed development. Any reinforcement works identified will be necessary in order to avoid flooding and/or potential pollution incidents.

SUDS: Maintenance and management

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62. Prior to the occupation of the development, details of the maintenance and management of the sustainable drainage scheme shall be submitted to and approved in writing by the Local Planning Authority. The drainage scheme shall be implemented as approved prior to the first occupation of the development and thereafter managed and maintained in accordance with the approved details in perpetuity.

The Local Planning Authority shall be granted access to inspect the sustainable drainage scheme for the lifetime of the development. The details of the scheme to be submitted for approval shall include:

- a) a timetable for its implementation,
- b) details of Sustainable Urban Drainage Systems (SuDS) features and connecting drainage structures and maintenance requirement for each aspect
- c) a management and maintenance plan for the lifetime of the development which shall include the arrangements for adoption by any public body or statutory undertaker, or any other arrangements to secure the operation of the sustainable drainage scheme throughout its lifetime.

Reason: To ensure that the development achieves a high standard of sustainability and ensure the flood risk is adequately addressed in accordance with the NPPF, Policy SI 12 of the London Plan (2021) and Policy 35 of the Westminster City Plan 2019-2040 (April 2021).

SUDS: Survey and report

63. Upon completion of the surface water drainage system, including any SuDS features, and prior to the first occupation of the development; a survey and report from an independent surveyor shall be submitted to and approved in writing by the Local Planning Authority. The survey and report shall demonstrate that the surface water drainage system has been constructed in accordance with the details approved pursuant to condition 62.

Where necessary, details of corrective works to be carried out along with a timetable for their completion shall be included for approval in writing by the Local Planning Authority. Any corrective works required shall be carried out in accordance with the approved timetable and subsequently re-surveyed with the findings submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure the flood risk is adequately addressed, not increased and users remain safe for the lifetime of the development in accordance with NPPF, Policy SI 12 of the London Plan (2021) and Policy 35 of the Westminster City Plan 2019-2040 (April 2021)

Wheelchair accessible rooms

64. Prior to occupation of any student accommodation details shall be submitted to and approved in writing by the Local Planning Authority to confirm that 5% of rooms will be wheelchair accessible, a further 4% wheelchair adaptable rooms and a further 1% of the rooms can be adapted to accommodate a hoist system

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with door to a connecting room for a carer if required. The development shall be carried out in accordance with the approved details.

Reason: To ensure adequate provision of accessible student rooms and wheelchair accessible student rooms and that adequate step-free access is provided in accordance with Policy D7 of the London Plan (2021), and Policy 10 of the Westminster City Plan 2019-2040 (April 2021).

Affordable accessible rooms

65. Prior to the occupation of the student accommodation, details of the affordable accommodation within the fully wheelchair accessible bedrooms shall be submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure the mix of accommodation provided on site provides for an intersection of need, as disabled students may be in need of affordable student accommodation, and to ensure the development accords with Policy D5 of the London Plan, the Purpose-built Student Accommodation LPG and Policy 38(C) and Policy 10(H) of the Westminster City Plan 2019-2040 (April 2021).

Completion of builders' merchant

66. The builders' merchant must be completed and ready for occupation for that use prior to the occupation of the student accommodation.

Reason: To ensure the provision of builders' merchant in accordance with Policy E7 of the London Plan (2021).

Ground floor activation frontages

67. Prior to first occupation of the builders merchant, details of the following shall be submitted and approved in writing by the Local Planning Authority:

- a) The retail element of the builders' merchant entrances/exits to both the Harrow Road and canal side frontages of the building;
- b) The canal side retail window and internal arrangement, to ensure it is not substantially blocked;
- c) the windows to the builders' merchant warehouse, including their opacity.

The development shall then be implemented and retained in accordance with the approved details.

Reason: To provide activation to the canal side frontage of the building in accordance with Policies 38, 43 and 44 of the Westminster City Plan 2019-2040 (April 2021).

Security measures

68. Prior to occupation of each use details of security measures for:
- A) The Builders Merchant

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B) The student accommodation

Shall be submitted to and approved in writing by the Local Planning Authority, in consultation with the Designing Out Crime Officer. The measures shall include either confirmation of meeting 'Secure by Design' accreditation or justification as to why this has not been achieved.

The security measures shall be installed prior to occupation in accordance with these details and retained and maintained thereafter.

Reason: To protect the environment of people living within and adjacent to the development and to ensure compliance with Policies 7, 33 and 38 of the Westminster City Plan 2019-2040 (April 2021) and Policy 44 of the London Plan (2021).

Women's Night Safety Charter

69. Prior to the occupation of the development, evidence confirming that the operator of the student accommodation has signed up to the Mayor of London's Women's Night Safety Charter (WNSC), shall be submitted to and approved in writing to the Local Planning Authority. The commitment to the pledges set out in the WNSC shall be retained and maintained thereafter.

Reason: To provide a safe, secure and inclusive environment where all women feel confident and welcome at night, to ensure compliance with Policies D3(D5) and D11 of the London Plan (2021) and Policy 44 of the Westminster City Plan 2019-2040 (April 2021).

Railing and moorings

70. Prior to occupation of the development details of the A) railing and B) moorings to the canal, shall be submitted to and approved in writing by the Local Planning Authority in consultation with the Canal and Rivers Trust. The development shall then be implemented in accordance with these details prior to first occupation.

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

Operational Management Plan – Builders' merchant

71. Prior to the occupation of the builders' merchant use, an Operational Management Plan shall be submitted to and approved in writing by the Local Planning Authority. The Operational Management Plan shall include, but not be limited to, the following details:
- a. Servicing arrangements, including the consolidation of inbound HGV deliveries (but excluding small courier deliveries) to take place between 05:00 and 06:30 deliveries and between 17:00 and 20:00, with all HGV and large deliveries unloaded before 06:30.

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- b. Yard management procedures, including the removal of practices that cause queuing onto the public highway, such as the protracted deployment of stop boards during forklift activity.
- c. Customer vehicle management, including measures to minimise dwell times and manage click-and-collect operations efficiently.
- d. Health and safety protocols for forklift operations and customer access restrictions.
- e. Monitoring arrangements for the first three years following re-opening, including:
 - f. Six-monthly monitoring during the first year and annual monitoring thereafter.
 - g. Assessment of compliance with approved hours of operation, delivery time restrictions, and vehicle movements, particularly regarding queuing onto the public highway.
 - h. A log of any complaints received and actions taken.
 - i. Contingency measures, including the process for implementing interventions funded through the Operational Transport Fund (up to £50,000), should monitoring indicate continued extensive queuing onto the public highway. Such measures may include, but are not limited to, the installation of enforcement CCTV cameras or other traffic management solutions.

The approved Operational Management Plan shall be implemented in full and adhered to for the lifetime of the development. No occupation of the builders' merchant use shall take place until the Operational Management Plan has been approved.

Reason: To ensure the builders' merchant operates without causing obstruction or danger on the public highway and to protect the amenity of surrounding occupiers, in accordance with Policies 7, 33 and 38 of the Westminster City Plan 2019–2040 (April 2021) and Policies T4 and T7 of the London Plan (2021).

External lighting

72. Prior to occupation details of the proposed external lighting within the public realm including under Bishops Bridge Road and fixed to the building and to roof terraces shall be submitted and approved by the Local Planning Authority in consultation with the Canal and Rivers Trust and the Metropolitan Police. The lighting shall be installed as approved prior to occupation and retained and maintained in perpetuity

Reason: To make sure that the lighting is suitable in design, biodiversity and security terms and that it contributes to the character and appearance of the area. This is as set out in Policies 31, 33, 34, 38, 40, 43 and 44 of the Westminster City Plan 2019 - 2040 (April 2021).

Habitat enhancement completion report

73. Prior to the occupation of the development, a completion report, evidencing the completed habitat enhancements in line with the HMMP approved by condition 38 shall be submitted to, and approved in writing by the Local Planning Authority.

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Reason: To ensure the development delivers a biodiversity net gain on site in accordance with Schedule 7A of the Town and Country Planning Act 1990 and in accordance with Policy G6 of the London Plan (2021) and Policy 34 of the Westminster City Plan 2019-2040 (April 2021).

Photovoltaic (PV) Panels

74. Prior to occupation of the development, the detailed roof layout(s) for the development's buildings shall be submitted to and approved in writing by the Local Planning Authority. The submitted details shall demonstrate that the roofs potential for photovoltaic installation has been maximised and clearly outlining any constraints to the provision of further photovoltaic installation. The development shall be implemented in accordance with the details approved and provided prior to occupation. The approved details shall be retained thereafter.

Reason: To ensure a reduction of carbon dioxide emissions and the highest levels of sustainable design and construction in accordance with Policy S12 of the London Plan (2021).

Student accommodation: Waste and materials

75. Prior to occupation of the student accommodation, the separate stores for waste and materials for recycling shown on drawing number 1808-MAK-PA2001A Rev 01, shall be submitted to and approved in writing by the Local Planning Authority. Thereafter, the approved details shall be permanently retained for the storage of waste and recycling.

The stores must be clearly marked and made available to use at all times to everyone using the building.

Reason: To protect the environment and provide suitable storage for waste and materials for recycling as set out in Policies 7 and 37 of the Westminster City Plan 2019 - 2040 (April 2021).

Details of heritage interpretation on site

76. Prior to the occupation of the development, Full details of the proposed scheme of heritage interpretation at the site shall be submitted to and approved in writing by the Local Planning Authority. The development shall not be carried out otherwise than in accordance with the details thus approved:

REASON: To ensure that the works to the retained gable wall of the 1896 to 1916 warehouse are appropriate to its significance and in accordance with National Planning Policy Framework, December 2024, Paragraphs 202 to 221; The London Plan 2021 Policy HC1 Heritage conservation and growth; and Westminster City Plan 2019-2040 Policies 38B, 39B and 39R.

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Public art

77. Prior to occupation of the development, a scheme of public art appropriate to the scale and significance of the development shall be submitted to and approved in writing by the Local Planning Authority.

The artwork should take into account the GLA Good Growth by Design guidance: Safety in Public Space- Women, Girls and Gender Diverse People, and should be designed to improve the feeling of safety,

The public art shall be installed in accordance with approved details prior to occupation of the development and the public shall be retained and maintained in perpetuity.

Reason: To secure the offer of public art and to make sure that the appearance of the building is suitable in accordance with Policy 43(E) of the City Plan 2019 - 2040 (April 2021) and Policy SI 6 of the London Plan (2021).

Vehicle access/egress signage

78. Prior to occupation of the development details of signage shall be submitted to and approved in writing by the Local Planning Authority to ensure that it is clear all vehicles must enter and exit the site in forward gear. The signage must be installed as approved prior to occupation of the development and retained and maintained for the lifetime of the development.

Reason: To avoid blocking the surrounding streets and to protect the environment of people in neighbouring properties as set out in Policy 29 of the City Plan 2019 - 2040 (April 2021).

79. The vehicle entrance barrier/gate to the Builders Merchant Yard shall be in the open/raised position between 05:30 to 23:00 daily.

Reason: To avoid blocking the surrounding streets and to protect the environment of people in neighbouring properties as set out in Policy 29 of the Westminster City Plan 2019 - 2040 (April 2021).

Cycle parking spaces

80. Prior to occupation of the development, a minimum of 6 long stay cycle parking spaces for the Builders Merchant Yard and 456 long stay and 18 short stay cycle parking spaces for the Student Accommodation, shall be provided, as shown on the following approved drawings:

- Drawing Name: Proposed Ground Floor – Drawing Number: 1808-MAK-PA2000A
- Drawing Name: Proposed Level 01 – Drawing Number: 1808-MAK-PA2001A
- Drawing Name: Proposed Level 02 – Drawing Number: 1808-MAK-PA2002A
- Drawing Name: Proposed Level 03 – Drawing Number: 1808-MAK-PA2003A

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Thereafter the cycle spaces must be retained and the spaces used for no other purpose.

Reason: To provide cycle parking spaces for people using the development in accordance with Policy 25 of the Westminster City Plan 2019 - 2040 (April 2021) and Policy T5 of the London Plan (2021).

Detailed Highway Layout - Pedestrian and Cyclist Safety

81. Prior to occupation of the development, detailed highway layout designs shall be submitted to and approved in writing by the Local Planning Authority, in consultation with Transport for London (TfL). These designs shall be based on the indicative highway layout submitted within the approved Transport Assessment (TA) and shall demonstrate how pedestrian and cyclist safety will be prioritised on the Harrow Road gyratory. The highway layout shall include appropriate physical measures such as cycle wands and raised kerbs to segregate cycle and prevent vehicular encroachment. The approved highway layout shall be implemented in full prior to first occupation.

Reason: To ensure the safety of pedestrians and cyclists, particularly in relation to the Harrow Road gyratory, and to prevent vehicular queuing in designated cycle lanes or hatched areas, in accordance with Policy T2 and T3 of the London Plan (2021).

Cycle life resilience strategy

82. Prior to occupation of the development, a Cycle Lift Resilience Strategy shall be submitted to and approved in writing by the Local Planning Authority. The strategy shall include:
- A service arrangement with the lift maintenance provider ensuring a maximum two-hour response time for breakdowns;
 - Provision for cyclists to use a designated passenger lift in the event of full lift failure, including the installation of protective drapes and staff assistance where required.

The approved strategy shall be implemented prior to occupation of the development and maintained and operated for the lifetime of the development.

Reason: To ensure continued and inclusive access to cycle parking facilities in the event of lift failure, in accordance with London Plan Policies T5 and D5, and Policy 25 of the Westminster City Plan 2019 - 2040 (April 2021).

Parking Design and Management Plan (PDMP)

83. Prior to the occupation of development, a Parking Design and Management Plan (PDMP) shall be submitted to and approved in writing by the Local Planning Authority. The PDMP shall include, but not be limited to, the following details:
- Site Layout and Allocation

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- Operational parking spaces for the builders' merchant only. No staff car parking.
- One designated disabled persons' parking space for the student accommodation and one designated disabled persons' parking space for the builders merchant, designed in accordance with BS 8300 and Building Regulations Part M.
- Electric vehicle charging provision (EVCP)
- Management Strategy
 - Disabled parking spaces for builders merchant and PBSA remain available exclusively for blue badge holders, with unrestricted 24/7 access to the PBSA space
 - Monitoring and Review
 - Mechanisms for monitoring usage, addressing misuse, and future additional cargo bike spacing if demand requires
 - Contact details for site management responsible for parking compliance.

The approved PDMP shall be implemented prior to first occupation/use of the development and maintained thereafter for the lifetime of the development.

Reason: To ensure safe, accessible, and appropriately managed parking provision for all users, in accordance with Policy T6 of the London Plan (2021) and Policy 27 of the Westminster City Plan 2019–2040 (April 2021).

Electric vehicle charging points

84. Prior to occupation of the builder's merchant, details of rapid (minimum 50kW) electric vehicle charging points for all allocated vehicle spaces shall be submitted and approved in writing by the Local Planning Authority. It must be demonstrated that the charging points are suitable for LGV delivery vehicle use. The charging points shall be installed in accordance with the details prior to occupation of the builders merchant and retained and maintained for the lifetime of the development.
85. Reason: To provide electric charging facilities for people using the development as set out in Policy 26 and 27 of the Westminster City Plan 2019 - 2040 (April 2021) and Policy T6.1 of the London Plan (2021).

Post occupation

BREEAM – post completion certificate

86. A post completion certificate (or equivalent certification) confirming that (A) the builders merchant and (B) the student accommodation, has been completed in accordance with the required BREEAM rating and has maintained or exceeded the approved total credit scores for each of the Energy, Materials and Waste categories, shall be submitted to and approved in writing by the local planning authority within six months of first occupation of the development.

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Reason: To ensure the development minimises operational carbon dioxide emissions and achieves the highest levels of sustainable design and construction in accordance with Policies 36 and 38 of the Westminster City Plan 2019 - 2040 (April 2021) and the Environmental Supplementary Planning Document (February 2022).

Informative(s):

- 1. Statement of positive and proactive action:** Statement of positive and proactive action in dealing with the application In dealing with this application, the Deputy Mayor, for Planning, Regeneration and Skills acting as the Local Planning Authority, has expeditiously considered the application against all relevant national, regional and local planning policy; and has decided to grant planning permission in accordance with the recommendation in GLA Representation Hearing report [and update report]. The Deputy Mayor for Planning, Regeneration and Skills has, therefore, worked in a positive, proactive and creative manner in relation to dealing with this planning application in accordance with the Town and Country Planning (Development Management Procedure) (England) (Amendment No. 2) Order 2015 and paragraph 38 of the National Planning Policy Framework. The proposal is considered to be a sustainable form of development and so complies with the provisions of the National Planning Policy Framework.
- 2. Highways Licensing:** Under the Highways Act 1980 a licence must be obtained from the Highways Authority before skips or scaffolding are put on the road or pavement. It is an offence to break the conditions of that licence. A programme of work may be required to be sent to the Highways Authority so that Westminster City Council can tell neighbours of the site the likely timing of building activities. For more advice, please visit our website at www.westminster.gov.uk/guide-temporary-structures.
- 3. Considerate Constructors:** You are encouraged to join the nationally recognised Considerate Constructors Scheme. This commits those sites registered with the Scheme to be considerate and good neighbours, as well as clean, respectful, safe, environmentally conscious, responsible and accountable. For more information please contact the Considerate Constructors Scheme directly on 0800 783 1423, siteenquiries@ccscheme.org.uk or visit www.ccscheme.org.uk.
- 4. Building regulations:** Works are likely to require building regulations approval. Details in relation to Westminster Building Control services can be found on the Westminster City Council website at www.westminster.gov.uk/contact-us-building-control
- 5. Approved Machinery:** Conditions 17, 18 and 42 control noise from the approved machinery. It is very important the conditions are met and Westminster City Council may take legal action if you do not. The machinery should be properly maintained and serviced regularly.

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6. **Street number and building name:** Please make sure that the street number and building name (if applicable) are clearly displayed on the building. This is also a condition of the London Building Acts (Amendment) Act 1939, and there are regulations that specify the exact requirements. For further information on how to make an application for street naming and numbering, and to read our guidelines, please visit the Westminster City Council (WCC) website: www.westminster.gov.uk/street-naming-numbering.
7. **Road access changes:** The development will result in changes to road access points. Any new threshold levels in the building must be suitable for the levels of neighbouring roads. If you do not plan to make changes to the road and pavement you need to send Westminster City Council (WCC) a drawing to show the threshold and existing road levels at each access point.
8. **Road level changes:** If you need to change the level of the road, you must apply to our Highways section at least eight weeks before you start work. You will need to provide survey drawings showing the existing and new levels of the road between the carriageway and the development. You will have to pay all administration, design, supervision and other costs. Westminster City Council (WCC) will carry out any work which affects the road. For more advice, please email AskHighways@westminster.gov.uk.
9. **Storing and collecting waste:** Please email the Westminster City Council Project Officer (Waste) at wasteplanning@westminster.gov.uk for advice about your arrangements for storing and collecting waste.
10. **Public roads:** You need to speak to Westminster City Council (WCC) Highways section about any work which will affect public roads. This includes new pavement crossovers, removal of redundant crossovers, changes in threshold levels, changes to on-street parking arrangements, and work which will affect pavement vaults. You will have to pay WCC's administration, design, supervision and other costs of the work. WCC will carry out any work which affects the highway. When considering the desired timing of highway works in relation to your own development programme please bear in mind that, under the Traffic Management Act 2004, all works on the highway require a permit, and (depending on the length of the highway works) up to three months advance notice may need to be given. For more advice, please email AskHighways@westminster.gov.uk. However, please note that if any part of your proposals would require the removal or relocation of an on-street parking bay, this is unlikely to be approved by WCC (as highway authority).
11. **Highway structure technical approvals:** The development will need technical approval for the works to the supporting highway structure prior to commencement of development. The applicant should contact Louisa Augustine (laugustine@westminster.gov.uk) in Westminster Highways Infrastructure and Public Realm to progress the applicant for works to the highway.
12. **Biodiversity gain plan:** The biodiversity gain plan required by condition 37 must include

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- (a) information about the steps taken or to be taken to minimise the adverse effect of the development on the biodiversity of the onsite habitat and any other habitat;
- (b) the pre-development biodiversity value of the onsite habitat;
- (c) the post-development biodiversity value of the onsite habitat;
- (d) any registered offsite biodiversity gain allocated to the development and the biodiversity and the biodiversity value of that gain in relation to the development;
- (e) any biodiversity credits purchased for the development; and
- (f) any such other matters as the Secretary of State may by regulations specify.

When calculating the post-development biodiversity value of a habitat, the planning authority can only take into account an increase in biodiversity value post-development where it is satisfied that the habitat creation or enhancements delivering the increase will be maintained for at least 30 years after the development is completed. This must be secured either by a planning condition, planning obligation, or conservation covenant.

13. **Trees:** The London plane trees 2 and 3 on Harrow Road are owned and managed by Westminster City Council (WCC), and the alder trees 4 and 7. Any tree work must be carried out by WCC's own tree contractors or according to such other arrangements we agree to in writing. WCC will not carry out tree works until such time as all pre-commencement conditions have been satisfied, and you are in a position to commence the development. You will have to pay for work to the trees. Please contact the WCC Tree Section when you are in a position to carry out any consented tree surgery to arrange works.

14. **Archaeology:** In relation to archaeological conditions 39 and 40 requested by Historic England Archaeology:

The written scheme of investigation will need to be prepared and implemented by a suitably professionally accredited archaeological practice in accordance with Historic England's Guidelines for Archaeological Projects in Greater London. This condition is exempt from deemed discharge under schedule 6 of The Town and Country Planning (Development Management Procedure) (England) Order 2015.

These pre-commencement conditions are necessary to safeguard the archaeological interest on this site. Approval of the Wintertree Software Inc. before works begin on site provides clarity on what investigations are required, and their timing in relation to the development programme.

The archaeological work should include:

- **Historic Building Recording:** Historic building recording is an investigation to establish the character, history, dating, form and development of a historic building or structure which normally takes place as a condition of planning permission before any alteration or demolition takes place. The outcome will be an archive and a report which may be published.
- **19th century canalside warehouse:** The 19th century canalside warehouse should be recorded prior to demolition to Historic Building Recording Level 2.

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- **Archaeological Watching Brief:** An archaeological watching brief involves observation of groundwork's and investigation of features of archaeological interest which are revealed. A suitable working method with contingency arrangements for significant discoveries will need to be agreed. The outcome will be a report and archive.
 - **Geo-archaeological watching brief:** A geo-archaeological watching brief should be maintained on the basement excavation to record with a contingency to investigate Pleistocene geological deposits for Palaeolithic archaeology or related environmental evidence. Buried remains of industrial buildings may also be encountered but are likely to be low significance only necessitating summary recording.
15. **Whole Life-Cycle Carbon:** In relation to the assessment required pursuant to part (b) of Condition 55, the post- construction tab of the GLA's Whole Life-Cycle Carbon Assessment template should be completed in line with the GLA's Whole Life-Cycle Carbon Assessment Guidance: LPG document template (green) (london.gov.uk). To support the results provided in the template, the following minimum evidence requirements should also be submitted:
- (a) site energy (including fuel) use record,
 - (b) contractor confirmation of as-built material quantities and specifications,
 - (c) record of material delivery including distance travelled and transportation mode (including materials for temporary works),
 - (d) waste transportation record including waste quantity, distance travelled, and transportation mode (including materials for temporary works) broken down into material categories used in the assessment,
 - (e) a list of product-specific environmental product declarations for the products that have been installed

The data collected must demonstrate compliance with the Whole Life Carbon Assessment approved at application stage, as updated pursuant to parts (a) and (b) of the condition and will provide an evidence base that informs future industrywide benchmarks or performance ratings for building typologies. In addition to submitting this information to the Council pursuant to the requirements of part (b) of the condition, where the original application was referable to the Mayor of London you should also submit the post-construction assessment to the GLA at: ZeroCarbonPlanning@london.gov.uk, along with any supporting evidence as per the requirements of the Whole Life Carbon LPG (2022).

Westminster will be adopting the 'PACER' platform for Whole Life Carbon Assessment (WLCA) reporting and review in early 2025. Initially the use of PACER will be voluntary, but we strongly encourage applicants use the platform when discharging conditions relating to whole life carbon. Where PACER is used a written WLCA report will not be required. A GLA compliant WLCA spreadsheet is required to meet the requirements of post-completion WLC conditions on schemes referable to the Mayor This can be generated from the PACER platform.

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If you would be willing to engage, please contact us and we will provide the necessary further information and support.

If PACER is not used to submit your whole life carbon assessment, you will need to submit a WLCA with your approval of details application. Further information can be found on the council's website at: www.westminster.gov.uk/planning-building-control-and-environmental-regulations/planning-applications/make-application/advice-planning-application-supporting-documents/circular-economy-and-whole-life-carbon-assessment-guidance.

16. **Circular economy:** The pre-demolition audit and Circular Economy Statement required by Condition 56 must accord with the guidance set out in the London Plan Guidance 'Circular Economy Statements' (2022). The demolition audit should follow best practice and include how the value of existing building elements or materials can be recovered, the amount of demolition waste (cross-reference the Recycling and Waste reporting table - refer to section 4.9 for further details), a schedule of practical and realistic providers who can act as brokers for each of the reclaimed items, and target reuse and reclamation rates. The Circular Economy Statement should include a Pioneering Bill of Materials which includes reused and recycled content by volume and mass. For reused and recycled content calculations should be submitted as accompanying supporting evidence.
17. **Circular economy post-construction monitoring report informative:** Once the Post-Construction Monitoring report is approved by the Local Planning Authority, the approved post-construction monitoring report and any supporting information should be provided to the GLA at: circulareconomystatements@london.gov.uk In addition to submitting this information to the Council pursuant to the requirements of part (b) of the condition, where the original application was referable to the Mayor of London you should also submit the post-construction assessment to the GLA at: ZeroCarbonPlanning@london.gov.uk, along with any supporting evidence as per the requirements of the Circular Economy Statements LPG.
18. **Minimum pressure:** Thames Water will aim to provide customers with a minimum pressure of 10m head (approximately 15 bar) and a flow rate of 9 litres/minute at the point where it leaves Thames Waters pipes. The developer should take account of this minimum pressure in the design of the proposed development.
19. **Piling:** In relation to the piling condition, Thames Water note that piling has the potential to impact on local underground water utility infrastructure. Please read Thames Water's guide 'working near our assets' to ensure workings will be in line with the necessary processes required to follow if you're considering working above or near our pipes or other structures. For further information please contact Thames Water. mail:developer.services@thameswater.co.uk
20. **Water development upgrades:** In relation to Thames Water development upgrades condition, they advise: The developer can request information to support the discharge of this condition by visiting the Thames Water website at thameswater.co.uk/preplanning. Should the Local Planning Authority consider the above recommendation inappropriate or are unable to include it in the decision

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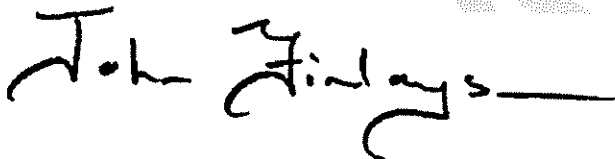
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notice, it is important that the Local Planning Authority liaises with Thames Water Development Planning Department (e-mail: devcon.team@thameswater.co.uk) prior to the planning application approval.

Statement of positive and proactive action in dealing with the application

In dealing with this application, the Deputy Mayor, for Planning, Regeneration and Skills acting as the Local Planning Authority, has expeditiously considered the application against all relevant national, regional and local planning policy; and has decided to grant planning permission in accordance with the recommendation in GLA Representation Hearing report and update report 2025/0212/S3.

The Deputy Mayor for Planning, Regeneration and Skills has, therefore, worked in a positive, proactive and creative manner in relation to dealing with this planning application in accordance with the Town and Country Planning (Development Management Procedure) (England) (Amendment No. 2) Order 2015 and paragraph 38 of the National Planning Policy Framework. The proposal is considered to be a sustainable form of development and so complies with the provisions of the National Planning Policy Framework.



John Finlayson
Head of Development Management

Notes:

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

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Baltic Wharf Planning Application Drawings and Document List

Application Drawings

<u>Drawing Name</u>	<u>Drawing No.</u>	<u>Revision</u>
Architectural Drawings prepared by Make Architects		
Site Location Plan	PA0200A	-
Existing Drawings		
Existing Site Plan	PA0201A	-
Existing Ground Floor 01	PA1000A	-
Existing Level 01	PA1001A	-
Existing Level 02	PA1002A	-
Existing Roof Level	PA1003A	-
Existing North East Elevation	PA1210A	-
Existing South East Elevation	PA1211A	-
Existing South West Elevation	PA1212A	-
Existing North West Elevation	PA1213A	-
Demolition Drawings		
Proposed Demolition Ground Floor	PA1600A	-
Proposed Demolition First Floor	PA1601A	-
Proposed Demolition Second Floor	PA1602A	-
Proposed Drawings		
Proposed Site Plan	PA0202A	-
Proposed Level B1	PA1999A	-
Proposed Ground Floor	PA2000A	01
Proposed Ground Floor Mezz	PA2000MA	-
Proposed Level 01	PA2001A	01
Proposed Level 02	PA2002A	-
Proposed Level 03	PA2003A	-
Proposed Level 04	PA2004A	-
Proposed Typical Levels 05-09	PA2005A	-
Proposed Level 10	PA2010A	-
Proposed Level 11	PA2011A	-
Proposed Level 12	PA2012A	-
Proposed Typical Levels 13-17	PA2013A	-
Proposed Typical Levels 18	PA2018A	-
Proposed Typical Levels 19	PA2019A	-

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Proposed North-East Elevation	PA2210A	-
Proposed South East Elevation	PA2211A	-
Proposed South West Elevation	PA2212A	-
Proposed North West Elevation	PA2213A	-
Proposed Section AA	PA2250A	-
Proposed Section BB	PA2251A	-
Proposed Section CC	PA2252A	-
Proposed Section DD	PA2253A	-
Proposed Section EE	PA2254A	-
Proposed North East Context Elevation	PA2310A	-
Proposed South East Context Elevation	PA2311A	-
Proposed South West Elevation	PA2312A	-
Proposed North West Elevation	PA2313A	-
Detailed Drawings		
Proposed Yard Roller Shutters	PA4600A	01
Proposed Yard Sections	PA4605A	00
Proposed Cladding Detail 01	PA6100A	01
Proposed Cladding Detail 02	PA6101A	01
Proposed Cladding Detail 03	PA6102A	-
Proposed Cladding Detail 04	PA6103A	01
Proposed Cladding Detail 05	PA6104A	01
Proposed Cladding Detail 06	PA6105A	01
Proposed Cladding Detail 07	PA6106A	01
Proposed Cladding Detail 08	PA6107A	01
Proposed Cladding Detail 09	PA6108A	01
Proposed Cladding Detail 10	PA6109A	01
Proposed Cladding Detail 11	PA6115A	-
Proposed Cladding Detail 12	PA6116A	01
Proposed North Building Roof Elevation 1	PA6117A	-
Proposed North Building Roof Elevation 2	PA6118A	01
Proposed Retained Gable Wall	PA6120A	-
Proposed Canalside Path	PA6121A	-

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Landscape Drawings prepared by BDP Landscaping		
Landscape Plan - Ground Level	BWP-BDP-ZZ-XX-PL-L-901000	P02
Landscape Plan – 1 st Floor Terrace	BWP-BDP-ZZ-XX-PL-L-901001	P01
Landscape Plan – 2 nd Floor Terrace	BWP-BDP-ZZ-XX-PL-L-901002	P01
Landscape Plan – 4 th Floor Terrace	BWP-BDP-ZZ-XX-PL-L-901004	P01
Landscape Plan – 11 th Floor Terrace	BWP-BDP-ZZ-XX-PL-L-901011	P01
Landscape Plan – 18 th Floor Terrace	BWP-BDP-ZZ-XX-PL-L-901018	P01
Landscape Plan – 19 th Floor Terrace	BWP-BDP-ZZ-XX-PL-L-901019	P01
Landscape Plan – Combined Roof Terraces UGF	BWP-BDP-ZZ-XX-PL-L-901020 UGF	P01
Landscape Plan – Combined Roof Terraces UGF	BWP-BDP-ZZ-XX-PL-L-901020	P01

Application Documents

- Cover Letter by Gerald Eve LLP dated 24/05/2024
- Acoustic Assessment Report by RBA Acoustics dated 23/12/2024 (Rev 03)
- Arboricultural Impact Assessment by Aspect Arbor dated 23/05/2024 (Rev A)
- Archaeological Desk-Based Assessment by MOLA dated 14/05/2024
- Biodiversity Net Gain Assessment by BDP Ecology revision P03
- Statutory Biodiversity Metric Calculation Tool by BDP Ecology dated 04/11/2024
- Preliminary Ecology Appraisal by BDP Ecology dated 11/10/2024 (P03)
- Circular Economy Statement by Waterman Infrastructure & Environment Limited BSD14954-WAT-XX-XX-RP-V-59002 dated 02/10/2024 (C04)
- Circular Economy GLA Spreadsheet by Waterman Infrastructure & Environment Limited BSD14954-WAT-XX-XX-LG-V-59012 C04
- Pre-redevelopment & Pre-demolition Audit by Waterman Infrastructure & Environment Limited BSD14954-WAT-XX-XX-RP-V-59001 dated 02/10/2024 (C03)
- Construction Management Plan (incorporating Signed Appendix A Checklist, CoCP) by Arup dated 17/05/2024 (Rev 12)
- Crime Prevention Statement by Arup dated 14/05/2024
- Cultural Placemaking Strategy by Future City dated May 2024
- Daylight and Sunlight Report by GIA dated 23/05/2024
- Design and Access Statement including Inclusive Design Statement, Secured by Design Statement; material and architectural details; photographs and CGIs Make Architects and Proudlock Associates dated 23/05/2024
- Energy Strategy by Waterman Infrastructure & Environment Limited BSD14954-WAT-XX-XX-RP-V-59004 dated 09/10/2025 (C04)
- GLA's Carbon Emission Reporting Spreadsheet by Waterman Infrastructure & Environment Limited BSD14954-WAT-XX-XX-LG-V-59013 P02

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- 'Be Seen' Report Spreadsheet by Waterman Infrastructure & Environment Limited BSD14954-WAT-XX-XX-LG-V-59014 P02
- Overheating Assessment by Waterman Infrastructure & Environment Limited BSD14954-WAT-XX-XX-RP-V-59006 dated 16/05/2024 (C01)
- Outline Fire Safety Strategic by Ashton Fire dated 14/08/2024 (Issue 03)
- Fire Statement by Ashton Fire Issue 02
- Flood Risk Assessment by Waterman Infrastructure & Environment Limited WIE18136-117-R-1-4-1-FRA dated 09/10/2024 (Rev 6)
- Heritage Impact Assessment by Tavernor Consultancy dated September 2025.
- Internal Daylight, Sunlight and Overshadowing by GIA dated 10/05/2024
- Landscaping Design and Statement (including Planting Strategy and Urban Greening Factor Assessment) by BDP Landscaping P30001096 RP 001 dated 22/05/2024 (R04)
- Lighting Design Strategy by BDP Lighting P30001096 RP 001 dated 22/05/2024 (R02)
- Waste Management Strategy by WSP Rev 03
- Site Waste Management Plan by Waterman Infrastructure & Environment Limited WIE18136-118-R-1-3-2-SWMP Rev 03
- Phase 1 Desk Study Report by CGL Rev 04
- Ground Investigation Report and Remediation Strategy by CGL Rev 03
- Geotechnical and Geoenvironmental Interpretative Report by CGL Rev 05
- Preliminary Tunnel Impact Assessment Demolition Report by CGL Rev 03
- Social Value Statement by Quod dated May 2024
- Statement of Community Involvement by Local Dialogue
- Structural Methodology Statement by Meinhardt dated 17/05/2024 (P04)
- Student Housing Demand Study by CBRE dated 24/05/2024
- Student Management Plan by Unite Students
- Sustainability Statement by Waterman Infrastructure & Environment Limited BSD14954-WAT-XX-XX-RP-V-59007 dated 22/05/2024 (C02)
- Drainage Strategy by Meinhardt dated 09/07/2024 (P04)
- Town Planning Statement by Gerald Eve LLP dated 24/05/2024
- Transport Assessment by Arup
- Transport Assessment Addendum by Arup, dated 28 October 2025
- Travis Perkins Operational Management Plan by Travis Perkins
- Utilities Statement by Utilities Buyers dated 02/05/2024
- Whole Life Cycle Carbon Assessment by Waterman Infrastructure & Environment Limited BSD14954-WAT-XX-XX-RP-V-59003 dated 16/05/2024 (C01)
- Environmental Statement by Waterman Infrastructure & Environment, with input from Waterman Building Services, Arup, Quod, GIA, Meinhardt, RBA, Museum of London Archaeology (MOLA) and Tavernor Consultancy, together with Unite Students, Travis Perkins, Make Architects and BDP WIE18136-116 dated May 2024.

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NOTES TO APPLICANTS

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

If you are aggrieved by the decision of the local planning authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Secretary of State under section 78 of the Town and Country Planning Act 1990.

If you want to appeal against your local planning authority's decision, then you must do so within 6 months of the date of this notice.

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

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

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

The Secretary of State need not consider an appeal if it seems to the Secretary of State that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions they imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.

Purchase Notices and Compensation

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

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

ANNEX 2

WALKWAYS AGREEMENT

THIS AGREEMENT is made the day of Two thousand and []

BETWEEN:

- (1) THE LORD MAYOR AND CITIZENS OF THE CITY OF WESTMINSTER of Westminster City Hall PO Box 64 Victoria Street London SW1E 6QP (hereinafter referred to as the "City Council") and
- (2) [] (incorporated in) of [] (hereinafter referred to as the "Owner")

WHEREAS:

- (A) The Owner has an interest in the part of the site being [*insert address*] shown outlined in red on Plan 1 annexed to this Agreement (the "Site").
- (B) Planning permission was granted for the redevelopment of the Site which comprised [*insert description of the development*] (the "Development").
- (C) This Agreement is made in pursuance of obligations under an agreement dated [] hereinafter referred to as the "Section 106 Agreement" made between [*insert parties*] under section 106 of the Town and Country Planning Act 1990 whereby the Owner agreed to permit public access over a walkway in the Development shown hatched red on Plan 2 annexed to this Agreement (hereinafter referred to as the "Walkway") or a revised plan as is approved in writing by the City Council.
- (D) The Section 106 Agreement was entered into pursuant to section 278 of the Highways Act 1980 (the "1980 Act").
- (E) The City Council is the local highway authority for the area of the City of Westminster for the purposes of Section 35 of the 1980 Act.
- (F) The parties hereto consider that the Walkway should upon completion of this Agreement be dedicated as walkway pursuant to Section 35 of the 1980 Act and that provision should be made for regulating the use maintenance cleansing and lighting of the Walkway and related matters and have agreed to enter into this Agreement for such purpose.

NOW THIS DEED WITNESSETH as follows:

- 1 This Agreement is made pursuant to Section 35 of the 1980 Act.
- 2 From the date of this Agreement (hereinafter referred to as the "Dedication Date") the Owner hereby agrees and confirms that the Walkway shall be dedicated as a walkway over and along which the public shall have the right to pass and repass on foot only as provided for in Section 35 of the 1980 Act but subject as hereinafter mentioned.
- 3 The Owner covenants that from and after the Dedication Date it will:
- 3.1 Except for one day in each calendar year (which date has been notified in writing 14 days in advance to the City Council) ensure that the Walkway is kept open permanently each day for the use of the public on foot unless otherwise agreed by the City Council
- 3.2 maintain to the reasonable satisfaction of the City Council any structure which gives support to the Walkway so as to protect and preserve such support for the Walkway insofar as it lies within the control of the Owner to do so

- 3.3 keep in a clean and tidy condition and in a good state of repair to the reasonable satisfaction of the City Council the surface and lighting of the Walkway and any buildings or structures immediately above below and adjoining the Walkway which form part of the Site provided that the Owner may use or permit to be used on the Walkway such equipment apparatus and vehicles as the Owner may require in connection with the repair maintenance and cleansing of the Walkway
- 3.4 save as otherwise provided in this Agreement keep the Walkway clear and unobstructed to the reasonable satisfaction of the City Council provided that nothing in this Agreement shall inhibit obstruct or prevent the existing use of the land comprised in the Walkway as a right of escape or otherwise by the occupiers of the Site and occupiers of land adjacent to the Site
- 3.5 keep the City Council fully indemnified against all actions costs claims demands and liability whatsoever in respect of damage to persons or property due to any breach of the covenants contained in paragraph 3.1 to 3.4 above provided that such indemnity shall not extend to any actions costs claims demands or liability caused by any act omission neglect or default of the City Council its employees agents or contractors or by any breach of the covenants on the part of the City Council contained in this Agreement and provided further that the City Council shall forthwith notify the Owner of any claims demands or proceeding whatsoever in respect of which the Owner is or may be liable to indemnify the City Council under the terms of this Agreement and the City Council shall not meet settle or otherwise compromise such claims demands or proceedings other than at the written instruction of the Owner and at the Owner's request shall provide the Owner with full information in respect thereof.
- 4 Subject to the Owner (1) obtaining any necessary statutory consents and (2) having submitted details to the City Council and received the City Council's approval to such details and (3) having submitted details of an alternative route to the City Council and received the City Council's approval to such details if the result of any temporary closure would be to reduce the width of any part of the Walkway to less than a 1.5 metre depth and if in the opinion of the City Council (taking into account the duration of such temporary closure) an alternative route is reasonably necessary and available then it is hereby agreed between the parties hereto that the Owner or any person firm or other body authorised by the Owner shall be entitled:
 - 4.1 temporarily to close the Walkway or any part or parts of it where it passes over land in the ownership, or adjacent to land within the control, of any person requiring closure for the purpose of maintenance repair decoration alterations rebuilding works or redevelopment works to any building or land or work of public art abutting the Walkway for such period or periods as may be reasonably required to carry out and complete the same
 - 4.2 to work from the Walkway as necessary (with or without apparatus, machinery and vehicles) in connection with the maintenance repair decoration alteration rebuilding or redevelopment of any building or land or work of public art abutting the Walkway or any part or parts thereof
 - 4.3 to erect scaffolding on the Walkway for any purpose connected with the works specified in paragraph 4.1 and 4.2.
 - 4.4 to erect structures over or on either side of the Walkway or any part or parts thereof including without limitation on any of the buildings on either side of the Walkway or any part or parts thereof which overhang the Walkway or any part or parts thereof provided that from the date of this Agreement such structures (insofar as they do not already exist) shall not be permitted to overhang the Walkway without the written agreement of the City Council
 - 4.5 install or permit to be installed any street furniture, apparatus or works of public art or other objects in on under or over the Walkway provided always that a clear thoroughfare of at least 2 metres is maintained at all times.
 - 4.6 temporarily to close the Walkway in order to cleanse maintain repair or rebuild the Walkway.

- 5 The Owner's obligations in respect of the Walkway in this Agreement shall automatically and without further act determine in respect of the Walkway when the Walkway is developed from time to time in accordance with a later planning permission or permissions other than the planning permission referred to in Recitals (3) to this Agreement.
- 6 In the case of an emergency security risk or alert in the vicinity of the Site the Owner may in their reasonable discretion close the Walkway for a period of up to seven days having given notice to the City Council within twenty-four hours of such closure where it is reasonably practicable to do so after which the Walkway may only be kept closed pursuant to this paragraph with the agreement of the City Council.
- 7 The Owner shall have the right to remove or otherwise exclude any person on the Walkway whose demeanour or behaviour is causing nuisance or annoyance or otherwise interfering with the amenities or quiet enjoyment of the Walkway by the public or the amenities or quiet enjoyment of the Development by the Owner or any occupier of the Development provided that the Owner shall notify the City Council where reasonably practicable in advance of such exclusion, but in any event as soon as reasonably practicable following any exclusion from the Walkway nothing herein contained shall be construed as affecting or interfering with the ownership of the sub-soil of the land on the Site (except so much of the sub-soil of the land as is required to support the Walkway).
- 8 It is further agreed between the parties hereto:
 - 8.1 that (save in respect of liability for any prior breach of this Agreement) any person shall upon parting with their interest in any part of the Site be released from all obligations rights and duties under the terms of this Agreement in so far as they are referable to the ownership of or relate to such part of the Site;
 - 8.2 that any person shall upon parting with the entirety of their interest in the Site as a whole be released from all liability whatsoever under the terms of this Agreement save insofar as it relates to a prior breach of this Agreement;
 - 8.3 subject to paragraphs 8.4, 8.5 and 8.6 for the purpose of securing compliance with any of the covenants of the Owner herein contained the City Council may by its servants or agents enter upon the Walkway to undertake itself any necessary works which the Owner shall have failed to undertake in accordance with the provisions of this Agreement by its own employees or contractors and recover the reasonable and proper costs thereof within 28 days of the said costs being requested by the City Council;
 - 8.4 before starting any works under paragraph 8.3 hereof the City Council shall first give the Owner at least twenty working days written notice or in the event of there being a significant danger to users of the Walkway such lesser period of notice as the City Council shall in its reasonable discretion determine;
 - 8.5 any notice served under paragraph 8.4 hereof shall specify the period of the notice (hereinafter referred to as the "**Notice Period**") and the extent of the work which the City Council proposes to carry out pursuant to such notice;
 - 8.6 if before the expiry of the Notice Period the Owner serves written counter notice upon the City Council that they intend to execute or procure the execution of the works specified in the City Council's notice in accordance with the terms of this Agreement the City Council shall not be entitled to execute the relevant part or parts of the works specified in its notice served under paragraph 8.4 hereof unless the Owner shall then fail to execute those works in which event the Owner shall pay to the City Council within 28 days of any request to do so the reasonable and proper costs incurred by the City Council in carrying out any emergency remedial works in this regard and any costs reasonably and properly incurred in the serving of the said notice.

9 Dispute Resolution

- 9.1 Before any party resorts to dispute resolution under paragraphs 9.2 - 9.6 they shall first have used reasonable endeavours for one month to meet the other parties and resolve the relevant dispute and for this purpose each party shall nominate an appropriate senior representative from within their respective organisations to participate.
- 9.2 With the exception of any disputes which relate to matters of fact as set out in this Agreement or which are expressed to be determined at the absolute discretion of the City Council and subject to paragraph 9.5 in the event of any dispute or difference arising between the parties arising out of this Agreement such dispute or difference may be referred to an expert being an independent and fit person holding appropriate professional qualifications to be appointed (in the absence of agreement) by the President (or equivalent person) for the time being of the professional body chiefly relevant in England to such qualification (the "Expert").
- 9.3 In the absence of agreement between the parties to the dispute or difference as to the professional qualifications of the Expert to be appointed pursuant to paragraph 9.2 or as to the appropriate professional body within 10 working days after any party has given to the other parties to the dispute or difference a written request to concur in the professional qualifications of the Expert to be appointed pursuant to paragraph 9.2 then the question of the appropriate qualifications or professional body shall be referred to a solicitor to be appointed by the President for the time being of the Law Society of England and Wales on the application of any party to the dispute or difference and such solicitor shall act as an expert and his decision as to the professional qualifications of such person or as to the appropriate professional body shall be final and binding on the parties to the dispute or difference and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties to the dispute or difference in equal shares.
- 9.4 The Expert shall act as an expert and not as an arbitrator and his reasonable costs shall be at his discretion and the Expert shall be appointed subject to an express requirement that he reaches his decision (to which the parties will be bound save in the case of manifest material error) and communicates 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 forty six working days from the date of his appointment to act and he shall issue directions to the parties as to programme in order to meet this timescale.
- 9.5 A dispute or difference concerning the legal meaning or legal construction of this Agreement shall not be referred to an Expert but shall be resolved as the parties (in their absolute discretion) see fit.
- 9.6 It is hereby agreed between the parties hereto that nothing in this paragraph 9 shall be taken to prevent the City Council to seek redress for any breach of any of the obligations entered into by the Owner in this Agreement.
- 9.7 Where under the terms of this Agreement the agreement consent or approval of or certificate of the City Council regarding any matter is required such agreement consent approval or certificate shall not be unreasonably withheld or delayed and shall be in writing under the hand of the Director of Planning and City Development or other proper officer for the time being of the City Council.
- 9.8 Any document required to be given or served by one party to the other under the terms of this Agreement shall be deemed to have been properly served or given if sent by hand or by recorded delivery to the Owner's address as aforesaid or the City Council's address as aforesaid (as the case may be) or in either case as notified by one party to the other from time to time.

IN WITNESS whereof this Agreement has been executed by the parties hereto as a deed and delivered on the day and year first before written.

**EXECUTED as a DEED by affixing the company seal of
THE LORD MAYOR AND CITIZENS OF THE CITY OF
WESTMINSTER**

was hereunto affixed by Order
in the presence of:

Principal Solicitor

.....
.....

**EXECUTED as a DEED by
[insert company name],
a company incorporated in [territory], acting by [full name of person
signing] who, in accordance with the laws of that territory, is acting
under the authority of the company**

Signature in the name of the company

[type name of company].....

Signature of
[name]

.....

Authorised signatory

- 7 The Bond is governed by the law of England and Wales and the parties agree in the case of a dispute not capable of being resolved by them to submit to the jurisdiction of English Court.
- 8 This Bond is personal to the City Council (and any successor to its statutory functions) and is not assignable or otherwise transferable.
- 9 Terms in this Bond have the same meaning as in the Agreement unless indicated otherwise.

EXECUTED as a **DEED** by
[]
in the presence of

[Financial institution to insert its own signature block]

EXECUTED as a **DEED** by affixing the company seal of
**THE LORD MAYOR AND CITIZENS OF THE CITY OF
WESTMINSTER**
was hereunto affixed by Order

Authorised Signatory

.....
.....

ANNEX 4

STUDENT ACCOMMODATION MANAGEMENT PLAN

Student Management Plan

Travis Perkins, Baltic Wharf, 149-157 Harrow Road, W2 6NA

**UNITE
STUDENTS**



CREATING ROOM
FOR EVERYONE

KEEPING
US SAFE

DOING
WHAT'S RIGHT

RAISING THE BAR
TOGETHER

INVESTORS IN PEOPLE™
We invest in people Gold

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INTRODUCTION TO UNITE STUDENTS

WHO WE ARE

Unite Students (uS) is the UK's largest owner, manager and developer of purpose-built student accommodation (PBSA) serving the country's world-leading higher education sector. We provide homes to 70,000 students across 162 properties in 23 leading university towns and cities. In London, we have close to 12,500 students living with us. We currently partner with over 60 universities across the UK.

uS has been in operation since 1991. Management procedures have developed from almost 30 years of experience and consultation with students, their parents our university partners and our community neighbours.

uS is a founding member of ANUK, the accreditation body responsible for private student accommodation. The body ensures that there is a standard code of practice which all members sign up to. These ensure the management of the properties are transparent and have processes in place to safeguard any concerns from residents and neighbours.

WHAT WE DO

We provide well managed purpose built accommodation for students. We have about 2,000 employees including housekeepers, sales and safety teams, facilities and management personnel. These well trained people look after our students in over 162 properties spread across 23 leading university cities and towns.

Any potential disturbance can be immediately stopped by the on-site team, with any persistent activity leading to eviction. Our complaint procedures outline what is to be done, within defined timescales and continual monitoring for any recurrence. Students, their

guarantors and the institutions they study in will all be involved, dependent on the seriousness of any complaints. The processes have been tried and tested to avoid any prolonged disturbance to our students or neighbours.

Our students are not only investing their time in studying but are also financially involved. There is an expectation to study. This means that any disruptive behaviour by a student will more likely affect another student first before any external neighbours. As part of the tenancy agreements, all students are expected to behave respectfully towards their fellow students and in any residential neighbourhoods. Unite has a zero tolerance policy towards disruptive anti-social behaviour.

HOW WE DO IT

We invest in areas that student want to live and we employ committed people who enjoy working with students. Our people are driven by a common purpose: to provide a 'Home for Success' for the students who live with us. Unite Students' accommodation is safe and secure, high quality, and affordable. Students live predominantly in en-suite study bedrooms with rents covering all bills, insurance, 24-hour security and high-speed Wi-Fi. We also hold a five-star British Safety Council audit rating.

Training

All our staff are supported with an in-depth three month induction plan for their roles with additional "becoming the best" programs in place to support future development. Continual professional development is incorporated in every employee's job description. Our staff are also trained in safeguarding and well being issues to help identify students that may be in need of support.

Maintenance

We maintain our properties. This is important in providing the right environment at all times. All property queries are dealt with by our facilities management team, using mobile app technology as well as the traditional methods of communication. Housekeeping staff ensure

that all communal areas are well maintained. Our landscaped areas and amenity terraces are also maintained by our own teams. At Baltic Wharf, there will be a dedicated landscape team appointed for the maintenance of the associated landscaped terraces, the canal side path and the greening on Harrow Road. This will be at least a monthly visit throughout the year and frequency may increase in the warmer months as necessary. We will be expecting between 15 – 20 visits annually which will be coordinated with our estates team.

Student Experience

Being a student isn't all about studying. There is the student experience to enjoy - being independent for the first time, making friends that can last a lifetime; living in London with its rich environment of academic and cultural experiences to share. Although arranging social nights are undertaken by our management team, having the opportunity to socialise without having to 'go out' is also important. With the various common rooms, external amenity spaces and the individual flat living rooms, we ensure there are lots of ways to get together, without spending too much.

Most private rented housing cannot offer these social spaces or the positive group student experience. In addition we know through our engagement programmes, that students want to practice their presentation skills over their courses. The spaces we offer can accommodate study work in groups and individually too.

Student Welfare

As part of our student well-being we offer a sign posting service to our students so regardless of whether they need financial or emotional support they know where they can go for help. We work in partnership with our Universities and wider communities to ensure these relationships are aligned and of value to our students.

Our 24/7 in-house Emergency Contact Centre ensures there is always someone there when a student or concerned family member needs us. Our phonelines operate 24/7, 365

days a year and are staffed by a specially trained team who are often first point of contact and support for students on a broad range of issues.

Nightline student-led listening service is also available to all residents via our partnerships with London Nightline and Nightline Association.

Community Liaison

Community discussions will be undertaken before and during the construction phase. Unite's contractor will be registered under the Considerate Constructors Scheme and will work according to Westminster's Code of Construction Practice. The property will have contact details of the management team and a 24/7 contact number available for local residents. Unite Students will continue engagement with local resident and business groups to ensure all concerns and issues are dealt with quickly. Regular meetings will be arranged during the construction phase and will continue quarterly, when the building is operational. All complaints will be dealt as a matter of urgency. The Operations Manager will take responsibility in reviewing concerns directly with student or neighbours.

Hayloft Point, our latest development in London was built close to a number of residential buildings. A community space has been provided in this scheme as part of the development. The engagement with the community including business groups, continued during the design and construction phase. This building incorporates our latest Student Management Plan, which has been working well with its neighbours, with no concerns to date.

Research

Understanding what our students want is very important for us. We undertake a number of surveys throughout the year to assess different aspects of the student life. We also ask whether we are doing things well or if there are areas that could improve.

We have published several research reports on student wellbeing and mental health (amongst other topics), with our findings having been used by the Department for Education to inform their work.

Breach of Agreement

In the event of any breach of tenancy, Unite Students will in the first instance understand the issues and agree a way forward to resolve the problem. If after the agreed set period of time this is not resolved, a further meeting would be undertaken if needed. However, if a satisfactory position is not agreed, the tenancy will be terminated.

Website

There are further details regarding Unite Students that cover Communities, Social Impact, and Student welfare at the back of this document. For more information, please visit Unite Group's corporate website www.unitegroup.com or the Unite Students' site www.unitestudents.com

SUMMARY OF THE STUDENT MANAGEMENT PLAN

This section summarises our commitment to our students and what is expected from our students. The full management plan is included in a separate section below.

Management

All our properties are staffed and the proposal at Baltic Wharf, Paddington will have a 24/7 operation. This residence will benefit from at least 10 dedicated staff members while in operation. The reception area on the ground floor will include a post room whilst the management suite is located on the mezzanine floor and will also include staff welfare facilities.

The management team dealing with student issues and any neighbour's questions is the main public and student facing team during working hours. We will also have housekeeping personnel dealing with communal area cleaning. Our facilities teams will be on site for any maintenance work required in student flats and to upkeep the landscaping. 24 hour presence on the grounds is maintained with our well trained security team, who will be available during out of working hours for students and neighbours.

The roles that will be operating at the residence are:

- 3x Student Experience Team Members – will operate from the reception desk during working hours and be on hand to support with all occupant and local resident enquiries.
- 3x Student Safety Team Members– will be present 24/7. They will patrol the internal building and the surrounding external space. The emphasis of this role is security and safety of the occupants and liaison with the local residents out of working hours.
- 3x Housekeepers – will ensure the building is clean.
- 1x Facilities Team Member – will attend to all maintenance issues in the property.

Student Security Measures

Access to Baltic Wharf will be through an access key fob that will be processed and linked to the students at check in. The key fob allows access into the building and to other areas of the building including their allocated cycle store and the laundry room and terraces. All visitors will need to be signed for and collected at reception as there is no ability to open the front door from the student flats. This allows the management team to ensure knowledge of all non-residents in the building are linked to residents. Access to flats and bedrooms require passage through at least three fob-controlled doors to minimise unauthorised entry.

Accessible Rooms

The Unite Students Booking System identifies early on if a student requires support. As bookings are made at least two weeks in advance of any allocation, there is sufficient time for Unite Students to manage any alterations as maybe required. The Unite Students website allows for viewing of properties and will include the accessible offer at this property. Any student in need of a Blue Badge space can advise the residence at the time of booking. There is a dedicated Blue Badge space available which is located close to the northern entrance in the Travis Perkins yard. The accommodation is designed to be fully accessible and careful design and planning of planting, greening, colour, lighting, acoustics and legibility of spaces will ensure that needs of wide range of neurodivergent people are addressed.

Operational Processes

Unite Students has developed management procedures over 30 years with students and universities. These procedures have been informed through our experience in communities and discussion with student's parents too. These processes include the complex yet military organised 'check in' days and pre move in days, to ensure a smooth start of a student living with us. A number of the processes are available to students online through the Unite app. These help speed up routine maintenance, complaints and settling in concerns.

During Residents' Stay

Services will be provided by Unite to the student and in turn, civil behaviour will be expected from the student in the building. Anti social behaviour including noise will not be tolerated by Unite and can lead to eviction. University agreements will also include clauses to ensure students abide by their tenancy conditions and a serious breach could result in expulsion from the University. Routine maintenance of the residence will be undertaken to avoid any disruption to students. Any issues during a student's stay will be resolved with the onsite maintenance team. At the beginning of the term, an induction talk will be provided to all students from Unite and local resident groups. The induction will outline how the building works, the process for deliveries, the restrictions on the terraces and behaviour expectation during their stay. At Baltic Wharf, the appropriate behaviour in the Travis Perkins yard and cycling expectations along the canal side path will also be highlighted.

Recycling

Unite Students actively ensures that all flats have adequate recycling facilities to aid separation of waste by the students. All waste storage will be located in the kitchen area. All waste is collected as per the local authorities refuse collection timetable. These timetables are located in each flat with instructions for the separation of recycling waste as outlined below.

Students are advised to separate recyclable waste. Unite Students provide a recycling box per kitchen and for the provision of food waste, the students will also be provided with a caddy per kitchen. The operations team will make available a supply of bio-degradable food caddy liners regularly. These bags and/or boxes are used to carry the separated waste to the recycling bins in the bin store. The bin store will provide a sufficient number of containers for non-recyclable, mixed recyclable and organic waste, with collection arranged six times a week.

Delivery Management

At Baltic Wharf the front yard will be available for Travis Perkins customers and consolidated deliveries for the student residence. Two consolidated deliveries of non-perishables will be

undertaken during Travis Perkin's operational hours with an additional delivery undertaken after operational hours.

All student related perishable deliveries and taxi pick up / drop off will be undertaken from the new area of public realm and the allocated on site taxi bay adjacent to Harrow Road, while Travis Perkins is open. Students will be encouraged to arrange deliveries after Travis Perkins operating hours. Students will be advised in their welcome pack of the taxi pick up and drop off points and it will be made clear no other location outside the Site is to be used. After Travis Perkins operational hours Unite vehicles will be able to move through the yard to exit the Site until 11pm .

Travis Perkins hours will be :

Customer Hours

Mon – Fri 6.30am – 5pm

Sat 8am – 12noon

Staff Hours / Delivery Hours

Mon – Fri 5.30am – 7pm

Sat 5:30am – 13:00pm

Students are advised at the start of their stay with us on how deliveries will be undertaken at this site. All student deliveries and couriers dropping off personal goods, groceries and food will be directed to the loading bay within the site. Students will meet couriers at the main entrance. No couriers will be allowed into the building. Couriers on foot will also be able to use the canal side entrance and will be met by reception. Takeaway deliveries will not be accepted on behalf of students. These will need to be collected directly by the student.

External Grounds and Terrace Management

The Unite housekeeping and facilities team will ensure the terraces and associated communal areas are kept clean. As there will be a large amount of landscaping at Baltic Wharf, a dedicated

team will be available for its maintenance. The terraces will be closely monitored and managed with access being restricted to 8.30am – 9.30pm. The terraces have been designed for a maximum number of occupants and these limits will be enforced through CCTV and the management staff. There will be particular attention to noise pollution and the impact any noise will have on occupants and neighbours of the building. All students will be notified of Unite Student's expectations when using the external terraces at check-in, with appropriate signage in place.

With the Travis Perkins yard being dangerous for differing uses, the yard will be closed to Unite Student servicing and deliveries except for consolidated deliveries and agreed maintenance. Taxis will be allowed to pass through after dropping off students at the dedicated parking bay within the site, but outside of the Travis Perkins yard.

Community Space Management

This development will provide a community space that is accessed separately from the Unite or Travis Perkins entrances. The specific arrangement of this unit will be agreed through a s106 obligation with Westminster City Council (WCC). A tender process will be used to select an operator. The successful candidate will need to demonstrate significant social impact in what they can do for the local area. Unite have experience of managing these types of spaces on other sites across London and the UK. Students will not be able to access this space unless requested to do so by the operator.

Access to the community space will be from the canal side, next to the student entrance. The hours of operation will be agreed with the incoming tenant at the conclusion of the tender process and prior to occupying the space. It is likely that the hours will be typical of other community spaces within the borough.

STUDENT MANAGEMENT PLAN

This document outlines how the proposed development at Baltic Wharf will be managed and maintained to ensure the wellbeing of its occupants and that the development is operated in such a manner that it has a positive impact on the whole area in which it is located.

The Residence will be managed by Unite Students, to create a safe, clean well run environment for its occupants, which respects their need for privacy and study.

The Residence and its occupants (the students) acknowledge and respect the rights of adjoining residents and will work to ensure that these rights are not compromised by their actions.

1. Security and On-Site Management

- All occupants will sign for their access fob at check-in. The fob will provide access to their room, their bike store, the refuse store and the amenity space.
- Should a guest of the occupant wish to be granted access to the property, the occupant must be present and greet their guest at reception. No access fob will be provided to the guest. All guests or visitors must sign-in at reception in the presence of a Unite employee and photo identification may be requested. Unite have the authority to deny access or remove a guest of the occupant at any time.
- The occupant cannot open the main entrance doors from their flat or bedroom.
- The property will have 24 hour on site management with security staff monitoring the entrances and immediate surrounding areas at various times during the day and night.
- During working hours, there will be at least one of each job function present, including a Student Experience Team Member, a Student Safety Team Member, a Facilities Team Member and Housekeeping. In addition to this, there will be a management team based at the property.

- The property will provide adequate facilities for all employees, including a WC, employee space with kitchenette, meeting rooms, an employee welfare room and cycle storage.
- All external access points are adequately secured and monitored to prevent unwanted/unauthorised entry.
- Any breach of security or any other incident or emergency is investigated as soon as notified to the General Manager (GM) and the appropriate authorities advised if relevant. The GM will log all such incidents and will keep all parties updated until the incident is closed.
- The residence will install and operate a CCTV system covering the common parts and exterior of the property.
- The use of the roof terraces will be subject to the final say of the GM and will be closed if required for maintenance/repair etc.
- The roof terraces cannot be used for parties and will be strictly monitored. Serious breach could result in eviction from the Residence.
- All Fire Escape routes are adequately signed and free from obstruction at all times.
- The fire alarms are tested at least as often as is statutorily required and that evacuation drills are carried out in accordance with statutory provision.
- We will hold a relationship with the local community support officer who will regularly visit the property and form a relationship with the site team.

2. Residence Management.

The Residence will ensure:

- That all staff are aware of its obligations to occupants and the wider community and conduct themselves professionally at all times.
- That any contracted service provider or supplier is a reputable supplier who is, where relevant, fully qualified and adequately insured and will act in a professional and courteous manner whilst at the Residence.

- That lost keys, swipe cards or other access tools are replaced as soon as possible after notification at an adequate charge in accordance with the Licence governing occupation.
- All mail is distributed as soon as possible after receipt to occupants' rooms or post boxes.
- All occupants are provided with a Travel Information Pack on arrival which includes details on local public transport, walking and cycling routes to and from the University campus and information on taxi pick up and drop off locations.

3. Accessibility Management Plan (AMP)

The Residence will ensure:

- The student will be contacted to discuss specific requirements.
- A room will be allocated (in the usual way).
- There will be 31 fully accessible bedrooms or studios and a further 142 adaptable ones located throughout the property.
- Specific adaptations will be undertaken through direct discussions with the student.
- The adaptations will be undertaken at a minimum, within a week of a booking confirmation that a student wishes to take up a place at our property. However, the earlier there is notification, the earlier the adaptations would be undertaken. Check in will continue in the normal way after the room adaptations have been finished.
- The management team within the property will be advised of specific requirements that maybe necessary to ensure safety and evacuation processes are tailored to the student. All students are able to discuss their Personal Emergency Evacuation Procedure as required with the specific management team in the building.
- All emergency cords within the room are linked to the 24/365days, Unite Students operational communications centre.
- All roof terraces and amenity space are accommodating for wheelchair access with level access or ramp access

- There are 6 lifts available for wheelchair students in the building. In the shorter block there are two lifts and in the taller building, there are four lifts available (one of which is also a bike lift). Unite Students have a 2 hour Service Level Agreement with our lift operators to ensure immediate response to any lift failure.
- Unite Students regularly monitor our service to all our students (regardless of disability) and survey them for information / feedback to ensure we are providing what they want. Our operations team will keep track of the AMP while implementing it on a day to day basis.
- Any student in need of a Blue Badge space can advise the residence at the time of booking. One dedicated Blue Badge space will be available, located close to the northern entrance in the Travis Perkins yard.

4. Check in and Check out

The Residence will ensure:

- 'Dropping off' restrictions will be enforced during enrolment and at year end.
- Check in is permitted over a month period at the start of the tenancy period with 70% of students anticipated to arrive evenly over the three main check-in weekends. 30% of students are anticipated to arrive during weekdays.
- Check in's will be undertaken from the operational yard of Travis Perkins. Site staff will coordinate to ensure all check in's are out of Travis Perkins operational hours.
- Prior to arrival day, Unite Students will contact students by email with details of arrival time slots. All tenants will be informed of the check in information and instruction prior to arrival via email, social media and the Unite Students app.
- uS will advise the local Highways Department of the arrival and departure dates and providing contact details in the event that the Highways Department needs to contact them.
- Public car parks will be identified for longer term parking, post drop off.
- At the main access point, uS staff will direct occupants and their families to ensure that local traffic flows are not interrupted.

- uS will continue to liaise with the Council, the Universities and local businesses on a regular basis to inform all parties of key dates and arrival procedures.
- uS will limit the maximum number of arrivals to 120 students per day.
- At the end of the tenancy period, many customers rebook for the following -year thus reducing check out traffic as these customers will keep the same room and therefore not need to leave the property.
- Additionally, at the end of the year, although tenancy periods will end formally on the same day, students will often leave once their examination results are known and these will be announced to varying timetables.
- During marketing for prospective tenants in the next academic year, a computerised appointment system will be in operation for viewing properties so avoiding large numbers arriving or parking at the same time.

5. Services Provided to Occupants.

The Residence will provide occupants with:

- A clean, warm, comfortably equipped room with sanitary and shower facilities.
- Safe, secure common areas.
- Electricity, water and, where relevant, gas supplies. Any loss of supply will be rectified as soon as possible after notification to the Operations Manager.
- Privacy, safety and a quiet environment in which to pursue studies.
- Qualified welfare leads to provide guidance and support throughout the occupant’s stay.
- The occupant will have access to the MyUnite app which will enable them to log maintenance requests, monitor laundry machine usage and raise any behavioural concerns within the property.

6. What the Residence expects of the Occupant

In return the Residence requires that occupants:

- Comply with the terms of the occupational Licence. Behaviour which breaches these terms and is not addressed, will eventually result in eviction from the Residence.
- Respect the General Manager and other Residence staff and comply with any reasonable requests that they may make of you from time to time.
- Respect the right of adjoining residents to a quiet life and behave accordingly.
- Refrain from any activity that might cause nuisance or give rise to complaints by adjoining residents or the general public.

7. Maintenance

The Residence will ensure:

- That the interior and exterior of the building is kept clean and tidy and that any graffiti or rubbish is removed as quickly as possible.
- That any damage or defect notified to the General Manager (GM) will be repaired as soon as possible by reputable professionally qualified service providers.
- That all accommodation will be clean, safe and secure.
- That all fixtures and fittings will comply with relevant statutory obligation and that all fixtures and fittings requiring periodic inspection will be inspected by properly qualified service providers.
- That all common facilities and communal areas, including corridors, are kept clean and in a good state of repair
- That the common areas and building structure are properly maintained by means of a rolling programme of Planned Preventative Maintenance and that common areas are redecorated as often as is necessary.
- That any maintenance work carried out as described above will be undertaken by reputable professionally qualified service providers in compliance with Health and Safety legislation,

relevant industry best practise guidelines and with due regard to minimising any temporary interruption of the amenities that either occupants or adjoining residents enjoy.

- That any deficient fixtures and fittings within occupants' rooms are repaired or replaced as soon as possible following notification through our maintenance reporting platform.
- Only emergency work will be carried out to the building between 08.00 to 16.00, Monday to Friday and 08.00 to 12.00 Saturday (i.e. not on Sundays / bank holidays).
- All routine maintenance vehicle movements will be agreed with Travis Perkins outside of operational hours. Any emergency maintenance will be under supervision of facilities staff. All entry and exit movements will be monitored by staff and CCTV.

8. Housekeeping and Servicing.

The Residence will ensure:

- That all internal and external common parts, fixtures and fittings are kept clean and free of rubbish and waste.
- That all fixtures, fittings and common area facilities are deep cleaned at least annually.
- That all occupants' rooms, together with such of their contents as are provided by the Residence are deep cleaned at least annually.
- That all emergency damage, spills or incidents are dealt with as soon as possible after notification through the maintenance reporting platform.
- The location of clearly marked recycling and waste storage to all occupants.
- That all rubbish is stored safely, collected as frequently as possible and all waste storage areas are disinfected / treated as often as necessary to prevent rodent or pest infestation.
- That commercial contactless operated washing machines and dryers are available at all times within the Residence with the cost kept at a competitive level.
- That no laundry will be allowed to be hung to dry other than within occupants' rooms and provided that it is not visible from the exterior of the Residence.

- The machine to resident ratio is 1x washer and 1x dryer per 75 residents. Therefore, there will be 8x washers and 8x dryers available within the first floor laundry room.

9. Cycles and Storage

The Residence will ensure:

- The scheme will be promoting cycling as part of a healthy lifestyle. The site contains secure student only parking for up to 456 cycles in multiple long-term secure storage facilities (maximum capacity 70 cycles) The majority of the bikes will be stored on the 1st floor. This area will have space to allow for other types of bicycles other than the standard type. There are in addition, two smaller areas of bike storage on the 2nd and 3rd floors. All of these stores are accessed from the ground floor through the use of a dedicated bike lift. Students will only have fob access to the bike store their bike is in.
- As the occupants will be transferring their cycles through the building, the flooring will be hardwearing, durable and easily cleaned. We will regularly maintain the corridors and repair all wear and tear.
- All residents will be asked to primarily use the main entrance on Harrow Road that conveniently ties in to a bike network. If students are using the canal side path, they will be asked to dismount. This message will be reinforced by talks, literature and through our mobile app.
- Storage locations for handcycles are available on the 1st floor and will be located near to a large lift for access to the ground floor.
- Occupants who require bicycle storage will have the access added to their key fob.
- The site will provide several spaces on the canal side and Harrow Road entrance for bicycles to be locked for short stays.

10. Waste and Recycling Management

The Residence will ensure:

- The property will be cleaned to a standard cleaning specification.
- Communal areas including stairwells are cleaned at least weekly, and although cleaning within each flat is a tenant responsibility, there is a termly inspection of each flat by the GM to ensure acceptable standards are being maintained.
- A cleaning and damage deposit is retained from tenants and in rare situations where cleaning standards are unacceptable, remedial cleaning is carried out by Unite Students and a deposit deduction made.
- At the end of each tenancy period, tenants are expected to leave the property in a reasonable condition but a full deep clean including carpets, curtains, windows, cooking appliances, kitchens and bathrooms is carried out by Unite Students before occupation by the next tenant.
- Student derived waste is domestic in nature and as a result of Unite Students studies based on actual amounts of waste generated by students, a standard number of refuse containers are provided to all properties.
- Sites are planned to provide easy and safe access for waste disposal vehicles to the collection area. At Baltic Wharf, there will be six waste collections a week to ensure no build up of rubbish.
- The refuse store is situated on the first floor and students will transfer their waste from the flat to the store at this point.
- Prior to waste collection, the waste containers will be moved to the collection point within the Travis Perkins yard at the agreed time for each collection, and via the bin lift.
- uS has a long standing national agreement with Biffa Waste Management and will schedule the collections times and days prior to mobilisation and aligned with the agreed strategy to use the TP yard.

11. Community Liaison: Responsibilities & Procedures

The residence will ensure that:

- Unite Students will appoint contractors that work with Westminster's Code of Construction Practice and are accredited under the Considerate Contractors scheme.
- Initial meetings with uS's construction team will be arranged with representatives of nearby resident association and local business groups. These meetings will outline contact details of the construction team and liaison procedures to pick up any constructional issues.
- During the construction period, regular meetings with uS and the construction team will be arranged with representatives of nearby resident association and local business groups. These will generally be diarised every month but will have flexibility for meetings in between as needed. These meetings will outline the construction timetable and will highlight when certain stages of the construction works will be taking place. Regular newsletters will be circulated to highlight the progress of the development and coordination of construction activities as needed.
- Contact telephone numbers will be displayed in the main foyer of the Residence and will be available for legitimate use by occupants and adjoining residents.
- A responsible member of staff will be available, within reason, at the Residence outside normal working hours.
- That a representative of the Residence's Owner will be available on reasonable notice during normal office hours to meet with and discuss any concerns which adjoining residents may have in relation to the operation of the Residence.
- Unite Students will look to arrange quarterly meeting with representatives of nearby resident association and local business groups to review any ongoing areas of concern.

12. Complaints:

- Any complaints or comments about the residence or its students should be made to the General Manager, or responsible member of staff at the residence, in writing.
- Any complaints received by will be dealt with in a timely and courteous manner, and that the person who made the complaint will be notified of the action taken, or response made to their complaint if they ask to be informed of the outcome.

- Noise complaints will be regarded as a serious breach of tenancy and can lead to eviction.

13. Deliveries and Collections

- Deliveries will be accepted between 07:00 and 21:00, Monday to Saturday and 10:00 to 16:00 on Sunday and Bank Holidays.
- Outside of these hours, there will be a Unite Student employee situated at reception who will be on hand to support.
- All vehicular deliveries will be from the Harrow Road entrance. A strict enforcement policy for yard access will be in place between Travis Perkins and Unite Students.
- A dedicated post room is available for couriers and consolidated deliveries to drop off from Harrow Road which will be monitored by the management team on site.
- A dedicated location will be provided for consolidation deliveries. Three deliveries per day will be provided with two held during Travis Perkins operational hours.
- Once the parcel is delivered to site, the Unite team will notify the customer through our online parcel platform.
- Residents will be informed that during 07:00 and 17:00, all perishable food deliveries, food takeaways and taxi pick up and drop offs are to be undertaken from the Harrow Road new public realm area and dedicated taxi bay on site.
- The canal side entrance can accept pedestrian deliveries and pedal cycle deliveries. These deliveries, with the exception of perishable goods, can also be stored in the post room.
- All food deliveries will require the resident to meet the delivery person at the property entrance lobbies.

14. External Grounds and Terrace Management

The Residence will ensure:

- All external managed landscaped areas are kept swept and free of litter, weeds and rubbish.

- That the Residence presents at all times a neat orderly appearance and that any external signage is kept clean and legible.
- All terraces will be monitored by CCTV and will require fob access.
- The terraces will be open to the occupants between 8:30am and 9:30pm, 7 days a week, however the General Manager reserves the right to reduce the opening hours within this time frame. Outside of these times, the doors will be locked. During the occupant's induction at check-in, the rules of use for the terraces, including the requirement to limit noise will be outlined.
- Each terrace will have a maximum capacity of occupants, which will be signposted within each space and regularly monitored by Unite, through security and CCTV. There will be additional signage reminding customers to be considerate of their fellow residents and the local neighbourhood.
- The rooms that look onto each of the roof terraces on the same floor, will have privacy film installed and the occupant will be informed of the location upon booking. Landscaping will be designed and laid to aid screening and privacy for these rooms.
- The Travis Perkins operational yard will be managed by Travis Perkins during their operational hours.
- The Unite safety team will be monitoring the yard from reception and the mezzanine level Building Management suite overlooking the Yard entrance during the following times :

Mon – Fri	5pm – 11pm
Sat	1pm – 11pm
Sun	9am – 11pm

15. Grounds Maintenance

The Residence will ensure:

- Grounds maintenance will be carried out by the property maintenance and housekeeping team who would undertake a daily check clean, weekly sweep and rubbish removal, and periodic seasonal gardening.

- As this development will have an intense greening policy, a dedicated landscaping team will be employed to ensure all upper terraces and the public realm at ground have a regular maintenance schedule.
- Regular building inspections include checks for evidence of pests, and contracts are in place with national service partners for reactive pest control. Cleaning and waste management regimes also form an important part of infestation control in all properties.

APPENDIX

Communities factsheet

Social Impact factsheet

Student Welfare factsheet

Playing an active role in our communities



Unite Students helps add value to the local economy of 25 UK cities we operate in. We partner with more than 60 universities and play an active role in all our communities. COVID-19 hasn't changed that, it's enhanced it.



Student footfall & expenditure

- Our students live in city centre properties which results in increased spending in the immediate vicinity.
- This helps local businesses, creates employment opportunities and supports spin-off companies, including educational, cultural arts events, concerts, performances and sporting facilities.
- Across the UK, student spending supports more than £80bn of UK economic output, and student expenditure supports over 830,000 direct and indirect jobs.

COVID-19 response

■ Home Charter

- Developed and introduced a Home Charter which outlines expectations of our students in terms of their peers and the local community and what they can expect from us in return.
- It emphasises the importance of responsible behaviour – helping to ensure the safety and wellbeing of everyone within the locality.
- It asks students to treat their peers, our staff and the wider community with the respect they deserve.
- It stresses that students should follow guidance on conduct, hygiene and COVID-19 social distancing.

■ Rent Waiver

- We were the first in the sector to cancel rental payments for students who didn't wish to continue living with us during the third term of 2019/2020, equating to c£100million investment in our brand.
- We offered rental waivers and deferrals to our business tenants amounting to in excess of c£500,000 (as of end of July 2020). To date, this has benefitted sole traders, locally owned franchises and charitable organisations.

Case study - Maha Devi Yoga Centre

The Maha Devi Yoga Centre in Stapleton House, Holloway Road, London, provides subsidised and free sessions for children with disabilities.

- Maha Devi Yoga is located within Unite's landmark site in London, paying a peppercorn rent.
- The charity's extended lease with Unite enabled it to unlock emergency funding from the National Lottery, Sport England, and the London Community Response Fund so it could continue to operate during the pandemic.
- During the Covid lockdown, Maha Devi was able to continue offering a programme of classes online which protected jobs.



Other case studies are available to view online at www.unite-group.co.uk/community-case-studies

Safe & Secure

- We're the only student accommodation provider in UK to be accredited with British Safety Council 5-star rating.
- All properties have COVID-19 measures in place including clear social distancing markings, screens in reception and frequent hand-sanitiser points.
- We have a six-stage enhanced cleaning process in place to maintain hygiene.
- Student ambassadors are available to help students settle into their new homes and guide them during their stay with us.



1

Check-out inspection



2

Bag & Bin



3

Deep clean



4

Inspection & Maintenance



5

Sparkle clean



6

Water flushing

Our purpose is to provide a Home for Success. This means providing a safe and secure home which is affordable and helps students to realise their academic potential while enjoying student life.

At a glance - some key stats



We are the largest provider of student accommodation in the UK



Each year we provide a secure home to some 74,000 students



We have 173 buildings across 25 university cities and towns



We currently partner with over 60 universities across the UK



Students living in **Purpose-Built Student Accommodation (PBSA)** are **26%** more likely to report top grades and almost **twice** as likely to be 'very satisfied' with their physical health
(NUS Homes Fit for Study 2019 report)



Why book with Unite Students?

- **Safe**
Only PBSA provider to be accredited with a 5-star rating by the British Safety Council.
- **Secure**
Social distancing safeguards in buildings. All buildings have CCTV and mandatory secure access cards.
- **Social experience**
Majority of accommodation is en suite flats around shared kitchens which form small households.
- **Affordable**
Different lease terms depending on student needs and no deposit required. Accommodation is only £10 per week more expensive on average than shared houses, with all-inclusive services, bills and contents insurance.
- **Welfare and wellbeing**
All our students are supported by specially trained welfare teams who are classed as 'key workers' and can be relied upon to provide on site support.
- **Connected**
All our rooms come with high-speed broadband, perfect for remotely accessing lectures, studying, streaming and surfing the web.
- **Transition**
Our Department of Education endorsed Leapskills programme works with schools and parents to help students prepare for the 'leap' to university.
- **Scholarships**
Our Unite Foundation continues to widen participation in higher education with free, year round accommodation for care leavers and those estranged from families for up to three years.

UNITE STUDENTS

visit us at
www.unitestudents.com

The Unite Group plc. South Quay House,
Temple Back, Bristol BS1 6FL



Social impact



A pillar of Unite's corporate strategy is to support the communities that it operates in. This commitment sees increased levels of engagement with stakeholders across local communities where our properties are located and allows us to have a positive impact on local residents and wider communities.

Responsible landlord

As a **responsible landlord**, the inclusion of community engagement plans in our operating model allows us to collaborate and work with local residents. In addition, we set out clearly with our tenants how everyone deserves respect to minimise and limit anti-social incidents, particularly during Covid given the range of new pressures that need to be accommodated by everyone.

COVID-19 response

We have supported students and our teams throughout COVID-19. To further safeguard both students and communities we have developed a **Home Charter** for students living together. Designed to clearly outline the expectations that we have as landlords of our tenants and what customers and communities can expect from students living with us. The Charter emphasises the importance and expectation of responsible behaviour – ensuring the safety and wellbeing of everyone within the locality. This measure sits alongside

the stringent health and safety procedures that have been established within our properties making uS one of the first UK companies accredited as a Covid assured workplace. We are the only Student Accommodation provider to be accredited with a 5-star rating by the British Safety Council.

- We were the first in the sector to cancel rental payments for students who didn't wish to continue living with us during the third term of 2019/2020.
- We offered rental waivers and deferrals to our business tenants amounting to in excess of c£500,000 (as of end of July 2020). To date, this has benefitted sole traders, locally owned franchises and charitable organisations.
- Established **welfare support** for students unable to go home during lockdown whilst frontline staff received key worker status to ensure customers safety.
- Operated at full capacity throughout the COVID-19 crisis with no employees furloughed.

Promote positive student behaviours

We are the only purpose build accommodation provider (PBSA) operating the UNESCO award-winning **Green Impact programme** in partnership with the National Union of Students (NUS). This attracts many students wanting to support communities and give back to wider society often by charitable donations or volunteering.

■ Volunteering

In the UK it is estimated that 30% of students volunteer throughout their academic year. Our Green Impact programme promotes this further by offering uS students accredited **volunteering opportunities** within their direct locality.

■ Charitable Giving

Through our **charitable partnerships**, most notably with the British Heart Foundation, our students and employees have donated the value of nearly £1 million across both local and national charities since 2017. This averages at £35,000 raised for each city that we operate in.

Case Study – STEPS

A team of Unite Students volunteers helped give a DIY SOS-style makeover to the premises of STEPS, a specialist nursery helping children with motor disorders and their families to live fuller and more active lives.

In 2019, our Loughborough estates team, comprising 40 volunteers, set to work completing a DIY SOS style makeover of the nursery. The team of over 40 volunteers, spent a day completing some

much needed refurbishment work for the charity, where they provide conductive education for children with conditions affecting motor skills.

The team also managed to secure over £50,000 worth of equipment and resources donated by business contractors and businesses to assist with the work. Film crews from the BBC and ITV, attended the event to see the makeover in action.



Other case studies are available to view online at www.unite-group.co.uk/community-case-studies

Our purpose is to provide a Home for Success. This means providing a safe and secure home which is affordable and helps students to realise their academic potential while enjoying student life.

At a glance – some key stats



We are the largest provider of student accommodation in the UK



Each year we provide a secure home to some 74,000 students



We have 173 buildings across 25 university cities and towns



We currently partner with over 60 universities across the UK



Students living in **Purpose-Built Student Accommodation (PBSA)** are **26%** more likely to report top grades and almost **twice** as likely to be 'very satisfied' with their physical health

(NUS Homes Fit for Study 2019 report)



Why book with Unite Students?

■ Safe

Only PBSA provider to be accredited with a 5-star rating by the British Safety Council.

■ Secure

Social distancing safeguards in buildings. All buildings have CCTV and mandatory secure access cards.

■ Social experience

Majority of accommodation is en suite flats around shared kitchens which form small households.

■ Affordable

Different lease terms depending on student needs and no deposit required. Accommodation is only £10 per week more expensive on average than shared houses, with all-inclusive services, bills and contents insurance.

■ Welfare and wellbeing

All our students are supported by specially trained welfare teams who are classed as 'key workers' and can be relied upon to provide on site support.

■ Connected

All our rooms come with high-speed broadband, perfect for remotely accessing lectures, studying, streaming and surfing the web.

■ Transition

Our Department of Education endorsed Leapskills programme works with schools and parents to help students prepare for the 'leap' to university.

■ Scholarships

Our Unite Foundation continues to widen participation in higher education with free, year round accommodation for care leavers and those estranged from families for up to three years.

UNITE STUDENTS

visit us at
www.unitestudents.com

The Unite Group plc. South Quay House,
 Temple Back, Bristol BS1 6FL



Our student services welfare support: Keeping students safe and secure



Unite is committed to supporting student mental health and wellbeing

We understand that as the UK's largest accommodation provider, we have a role to play in supporting students when they need help. That's part of how we provide a Home for Success to our students. Student wellbeing and mental health has been a key focus for our team over the last five years and will continue to be over the 2020/21 academic year.

As a result of COVID-19 there are already reports of a downward trend in student wellbeing. It is anticipated that the number and complexity of welfare issues will continue to increase as a result of COVID-19 and we are preparing accordingly.

7 months: Understanding the ongoing impact of COVID-19 on Student wellbeing

Amongst university students	Oct 2019	Apr 2020
I feel loved	50%	44%
I deal with problems well	49%	34%
I feel good about myself	41%	27%
I feel optimistic about the future	38%	27%

Source: State of the Youth Nation. Data from: YouthSight

Parents are also concerned about the impact COVID-19 is having on their children:

69% are concerned about the disruption to social life at university.

78% are concerned about isolation and loneliness affecting their studies. Unite Students survey May 2020



Since Jan 2017, Unite has supported students and universities with over **8,276** reported welfare incidents.



Since the start of the COVID-19 outbreak (Jan 2020 - present) we have provided support with **1,085** reported incidents.

Our student services framework of support

How we directly help students

- Unite's Student Services team provides one-to-one information, signposting and support to students for whom there are welfare related concerns. These include issues around mental health, emotional wellbeing concerns, distressing incidents and health-related issues and disabilities.
- We employ a team of Student Services Managers, who work closely with Welfare Leads and Security Teams in our accommodation across the UK. We work hand in hand, with our university partners in managing student welfare issues, and where relevant, with the police, NHS, social services and community organisations.

- Our 24/7 in-house Emergency Contact Centre ensures there is always someone there when a student or concerned family member needs us. Our phonelines operate 24/7, 365 days a year and are staffed by a specially trained team who are often first point of contact and support for students on a broad range of issues. Nightline student-led listening service is also available to all residents via our partnerships with London Nightline and Nightline Association.

How we work with others to improve student mental health

- With nearly 30 years of experience we have a deep understanding of the

issues that students experience when they move away from home and have partnered with many other experts and organisations to contribute to improving student mental health. We have published several research reports on student wellbeing and mental health, with the findings being used by the Department for Education to inform their work. These are available on our website.

- In 2019 we co-authored "**Student Wellbeing**", a good practice guide for student accommodation providers published by the British Property Federation. We also worked closely with Student Minds, supporting their work on the University Mental Health Charter.



COVID-19: Our response

- We were the first in the sector to cancel rental payments for any students who did not wish to return for the third term of the 2019/20 University year. We also offered free extensions on the 2019/20 academic year for those stuck during the lockdown.
- We put in place a **welfare support scheme** for students unable to go home during the lockdown.
- Moving forward, we are providing as much **flexibility** as possible for students. This includes flexible booking dates to reflect evolving university start dates and the ability to move bookings to another city if students change universities. In the event that a university change is to a city where there is no Unite accommodation, or a student needs to defer this year, we will do all we can to ensure students aren't disadvantaged.
- We've also **adapted** some of our regular services to help make everyday life a little easier, which we know can often make the difference to a student's general wellbeing. This year we are welcoming students with a digital check-in to help reduce physical contact.
- Where students need to quarantine having arrived from a Covid-restricted area, we will allow them to check-in early, at no-extra cost so they don't miss that crucial start to the new academic year.
- We also **connect** our students via our MyUnite digital app before they move in so they can get to know each other reducing the nerves around moving in with complete strangers.
- To help foster a sense of community, we've also introduced a **Home Charter**, designed to help foster a healthy supportive living environment for those living inside and around our properties in our wider community.



Our purpose is to provide a Home for Success. This means providing a safe and secure home which is affordable and helps students to realise their academic potential while enjoying student life.

At a glance - some key stats



#1
We are the largest provider of student accommodation in the UK



We are the only PBSA provider to be accredited with a 5-star rating by the British Safety Council



x 74,000

Each year we provide a secure home to some 74,000 students



We have 173 buildings across 25 university cities and towns



Students living in **Purpose-Built Student Accommodation (PBSA)** are **26%** more likely to report top grades and almost **twice** as likely to be 'very satisfied' with their physical health

(NUS Homes Fit for Study 2019 report)



ANNEX 5

ANNEX TO SCHEDULE 2

FORMULA 1a

X = Surplus profit available for additional on-site affordable student housing

Early Stage Review

$$X = ((A - B) - (D - E)) - P$$

Where:

A = Estimated GDV (£)

B = $A \div (C + 1)$

C = Percentage change in the House Prices Index for the City Council's administrative area from grant of Planning Permission to Review Date (using the latest index figures publicly available) (%)¹

D = Estimated Build Costs (£)

E = $D \div (F + 1)^2$

F = Percentage change in the BCIS All in Tender Index ("BCIS TPI") from grant of Planning Permission to Review Date (using the latest index figures publicly available) (%)³

P = $(A - B) * Y^4$

Y = 15%, being developer profit as a percentage of GDV for the Student Accommodation Development and 12% for the TP Development as determined as part of the review (%)

Notes:

(A - B) represents the change in GDV of the Student Accommodation Development and the TP Development from the date of planning permission to the date of review.

(D - E) represents the change in build costs of the Student Accommodation Development and the TP Development from the date of the planning permission to the date of the review.

¹ Being an approximation of the percentage change in the value of the Student Accommodation Development and the TP Development.

² Being the assumed application stage build costs for Student Accommodation Development and the TP Development at the date of planning permission.

³ Being an approximation of the percentage change in the value of the build costs for the Student Accommodation Development and the TP Development.

⁴ Being developer profit on change in GDV of Student Accommodation Development and the TP Development.

FORMULA 2 (Additional on-site affordable student housing)

X = Additional Affordable Student Accommodation (Habitable Rooms)

$$X = A \div (B - C) \div D$$

Where:

A = Surplus profit available for Additional Affordable Student Accommodation Units as determined in Formula 1a (£)

B = Average Open Market Student Accommodation Value (£ per bed)

C = Average Affordable Student Accommodation Value (£ per bed)

D = Average Habitable Room size for the Development being 14.8m²

Notes:

(B - C) represents the difference in average value of open market student accommodation housing per bedspace and average value of affordable student accommodation per bed space (£).

A ÷ (B - C) represents the additional affordable student accommodation requirement by floorspace (m²).

3 RETAINED LAND

The parties to this Agreement hereby agree and declare that any outgoing matter or thing whatsoever which immediately prior to the execution of this Agreement was charged upon the Retained Property and the Land or any part thereof shall now be charged exclusively upon the Retained Land.

4 REGISTRATION

The Developer shall at their own expense take such steps as may be necessary for the proper registration of a note of this Agreement on the Title Numbers of the Retained Property at the Land Registry.

IN WITNESS whereof the Parties hereto have executed this Agreement as a Deed the day and year first above written

EXECUTED as a **DEED** by affixing the company seal of
THE LORD MAYOR AND CITIZENS OF THE CITY OF
WESTMINSTER
was hereunto affixed by Order

Authorised Signatory

.....
.....

IN WITNESS of the above the Owner have executed this document as a Deed and the City Council has affixed its Common Seal in its capacity as local planning authority the day and year above written

EXECUTED as a DEED by
TP PROPERTY COMPANY LIMITED
acting by [*name of director*], a director and [*name of director/secretary*], a director or its secretary

Director

Director/Secretary

.....

.....

EXECUTED as a DEED by affixing the company seal of
THE LORD MAYOR AND CITIZENS OF THE CITY OF
WESTMINSTER (acting as the LPA)
was hereunto affixed by Order
in the presence of:

Director of Law /
Principal Solicitor

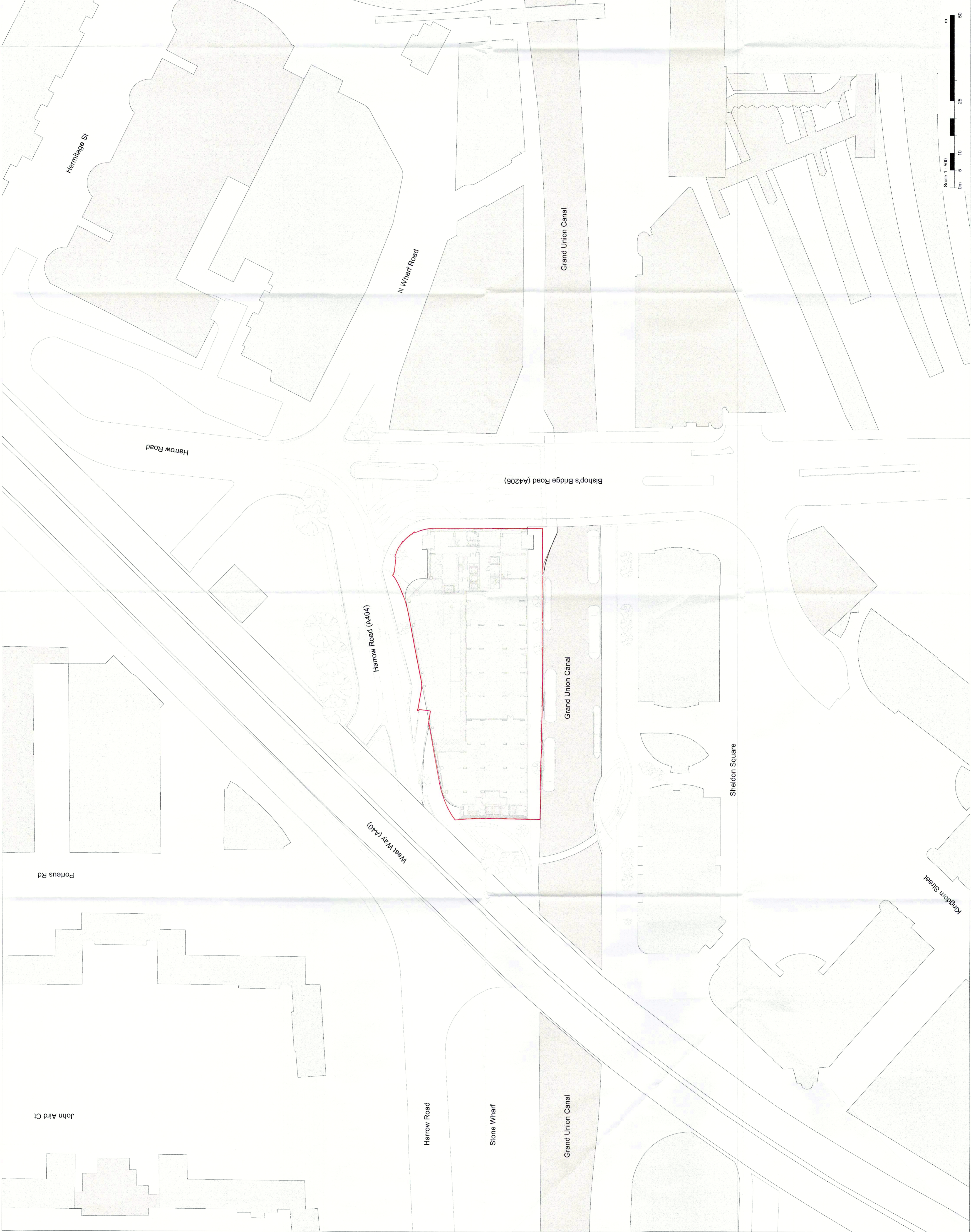
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ANNEX 7

PLAN 1

General Notes:

1. Dimensions are in millimetres unless stated otherwise.
2. Levels are in metres AOD unless stated otherwise.
3. All site dimensions to be verified on site before proceeding on site.
4. All discrepancies to be notified in writing to Make Limited.
5. Drawings issued in DWG format, or marked DRAFT, are not contract documents and do not form part of, or supersede the Formally issued documents. Make Ltd accepts no liability for use of Draft or DWG information or for any errors, omissions, alterations additions arising out of changes to the information or discrepancies with the contract drawings.



1/12

SR	Date	Legal Information Update	JG	CHK
01	12.01.26	Legal Information Update		
00	03.11.25	Legal Information		
REV	Date	Reason For Issue	JG	CHK

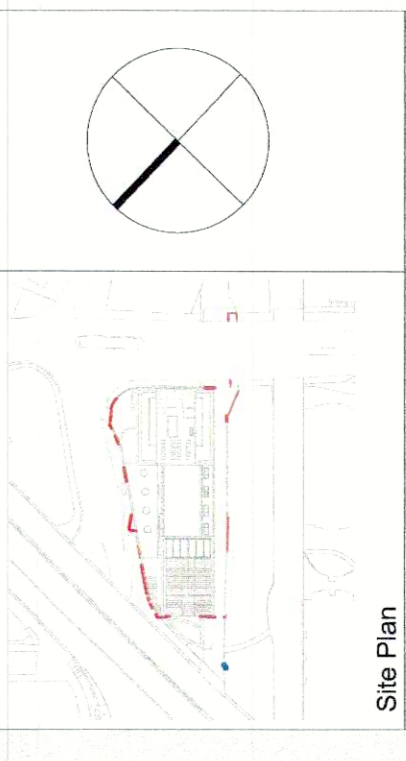
PLANNING SUBMISSION

DRAWING STATUS

make
 32 Cleveland Street,
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 info@makearchitects.com
 www.makearchitects.com

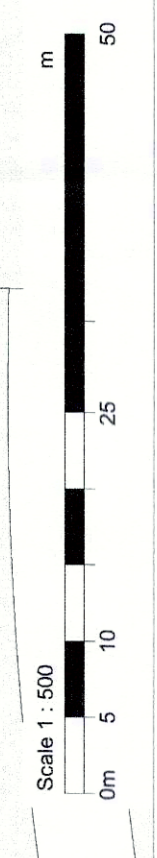
Client:
**Travis Perkins &
 Unite Students**

Site Plan
 Project



Baltic Wharf, 149 Harrow Rd
 Drawing Title
**Proposed Site Plan_The
 Property**

Scale at A1	Revision Date
1:500	12.01.26
Project No.	Rev. No.
1808	01
Drawing No.	
1808-MAK-PA3001	



ANNEX 8

PLAN 2



General Notes:

1. Dimensions are in millimetres unless stated otherwise. Levels are in metres AOD unless stated otherwise.
2. Dimensions govern. Do not scale off drawing.
3. All site dimensions to be verified on site before proceeding on site.
4. All discrepancies to be notified in writing to Make Architects before commencement of works.
5. Drawings issued in DWG format, or marked DRAFT, are not contract documents and do not form part of, or supersede the Formally issued documents. Make Ltd accepts no liability for use of Draft or DWG information or for any errors, omissions, alterations additions arising out of changes to the information or discrepancies with the contract drawings.

Key

- Highway boundary traced from WCC PDF plan DP/HJP/JRP/201902021
- Indicative redline boundary
- Extent of non S278 improvements
- Extent of repairing / reinstatement works including tactile crossovers, tactile paving and post-construction footway reinstatement (extent to be agreed)
- Improvements requiring 3rd party agreement
- Extent of S278 works
- Extent of S278 Condition Works

1. Minor post-construction making good/repairing works of footway along Harrow Road (including area along Porteous Road underpass up to canal) and Bishop's Bridge Road.
2. Access and egress improvements and alterations and reinstatement of existing vehicle crossovers.
3. Bus stop kerb alignment and footway expansion.
4. Triangle Land - Legible London totem (1 no.) + surrounding works.
5. Installation of a new semi mature tree at Harrow Road junction to replace tree removed to facilitate build.
6. Improved lighting at Harrow Road junction with underpass to create an improved sense of safety.
7. Installation of new signage at junction of Harrow Road and underpass.
8. Porteus underpass - enhanced lighting to create an improved sense of safety by addition of reflective cladding and lighting.
9. Bus shelter relocation to back edge of footway and Bus shelter upgrade to TFL innovation beam standard at the time of implementation, including real-time countdown).
10. Cycle lane safeguarding - Harrow Road (cycle wands).

SR	REV	Date	Reason For Issue	JG	CHK
01	12.01.26		Legal Information Update		
00	03.11.25		Legal Information		

PLANNING SUBMISSION

DRAWING STATUS

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Client:
Travis Perkins & Unite Students

Site Plan

Project
Baltic Wharf, 149 Harrow Rd

Drawing Title
Public Realm Highway Works

Scale at A1
 1:500

Revision Date
 12.01.26

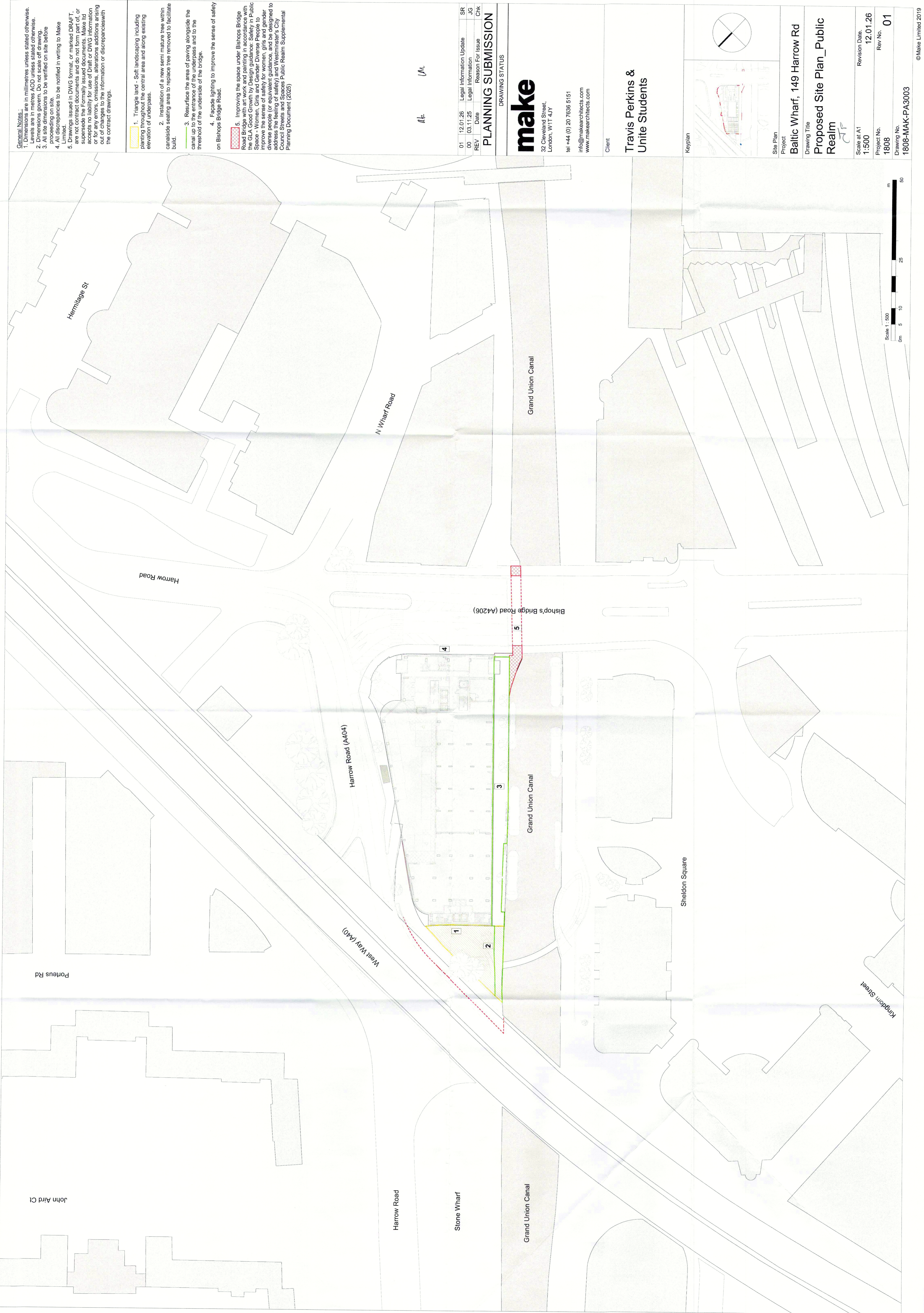
Project No.
 1808

Rev No.
 01

Drawing No.
 1808-MAK-PA3002

ANNEX 9

PLAN 3



General Notes:

- Dimensions are in millimetres unless stated otherwise. Levels are in metres AOD unless stated otherwise.
- Dimensions govern. Do not scale off drawing.
- All site dimensions to be verified on site before proceeding on site.
- Any discrepancies to be notified in writing to Make Limited.
- Drawings issued in DWG format, or marked DRAFT, are not contract documents and do not form part of, or supersede the Formally issued documents. Make Ltd accepts no liability for use of Draft or DWG information or for any errors, omissions, alterations additions arising out of changes to the information or discrepancies with the contract drawings.

- Triangle land - Soft landscaping including planting throughout the central area and along existing elevation of underpass.
- Installation of a new semi mature tree within canal side seating area to replace tree removed to facilitate build.
- Resurface the area of paving alongside the canal up to the entrance of the underpass and to the threshold of the underside of the bridge.
- Facade lighting to improve the sense of safety on Bishops Bridge Road.

- Improving the space under Bishops Bridge Road Bridge with art work and painting in accordance with the GLA Good Growth by Design guidance: Safety in Public Space - Women, Girls and Gender Diverse People to improve the sense of safety for women, girls and gender diverse people (or equivalent guidance, and be designed to address the feeling of safety) and Westminster's City Council Streets and Spaces Public Realm Supplemental Planning Document (2025)

REV	Date	Reason For Issue	CHK
01	12.01.26	Legal Information Update	SR
00	03.11.25	Legal Information	JG

PLANNING SUBMISSION

DRAWING STATUS

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Client

Travis Perkins & Unite Students

Keyplan



Site Plan Project

Baltic Wharf, 149 Harrow Rd

Drawing Title

Proposed Site Plan_Public Realm

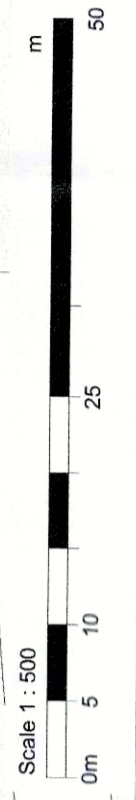
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Revision Date
12.01.26

Project No.
1808

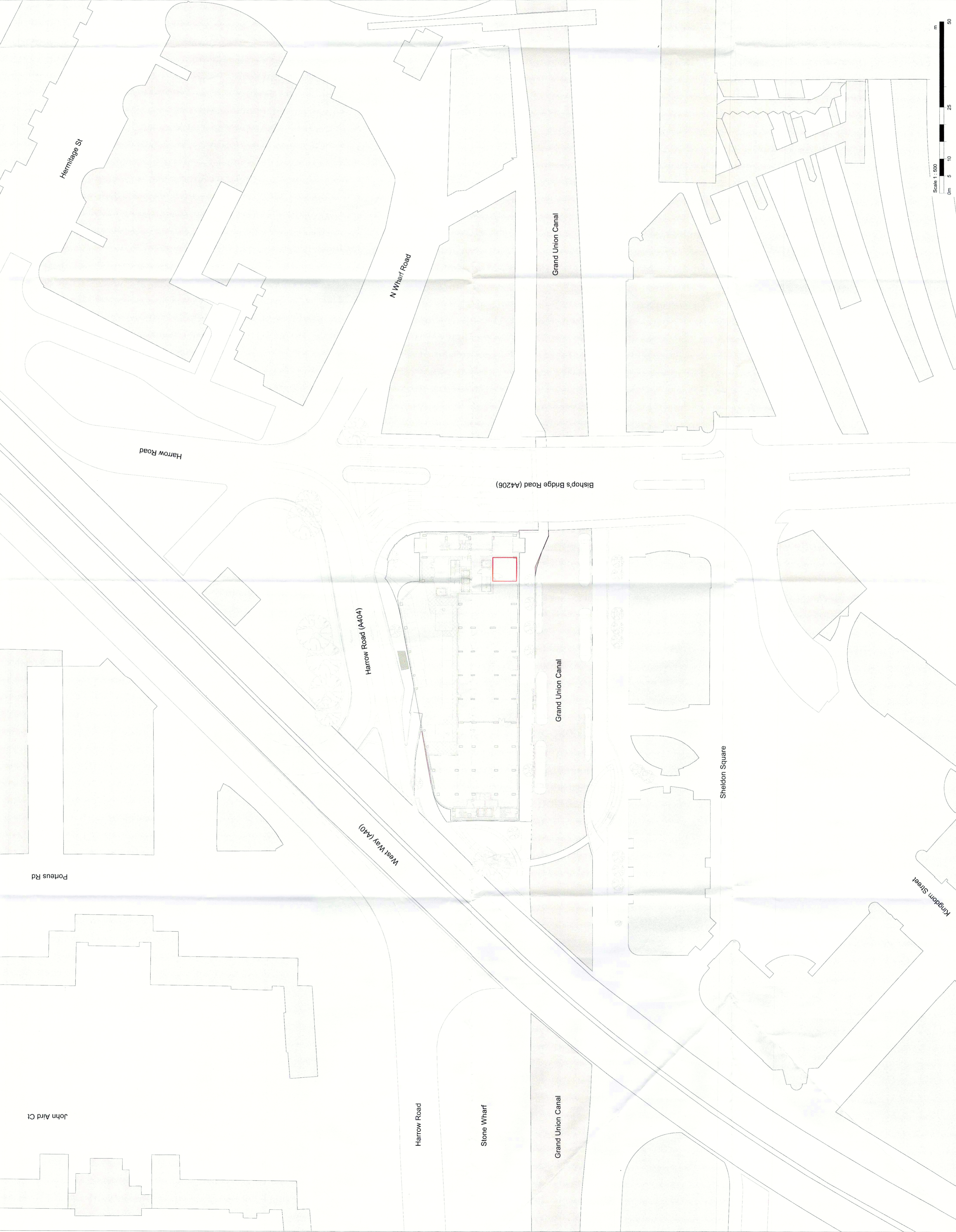
Rev No.
01

Drawing No.
1808-MAK-PA3003



ANNEX 10

PLAN 4



General Notes

1. Dimensions are in millimetres unless stated otherwise.
2. Dimensions shown are to the centre of lines unless otherwise stated.
3. All site dimensions to be verified on site before proceeding on site.
4. All discrepancies to be notified in writing to Make Limited.
5. Drawings issued in DWG format, or marked DRAFT, are not contract documents and do not form part of, or supersede the Formally issued documents. Make Ltd accepts no liability for use of Draft or DWG information or for any errors, omissions, alterations additions arising from the use of such information or discrepancies with the contract drawings.

TR

AK JK

REV	Date	Reason For Issue	CHK
01	12.01.26	Legal Information Update	SR
00	03.11.25	Legal Information	JG

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 www.makearchitects.com

Client

**Travis Perkins &
 Unite Students**

Keyplan



Site Plan
 Project
Baltic Wharf, 149 Harrow Rd
 Drawing Title
**Proposed Site
 Plan_Community Space**

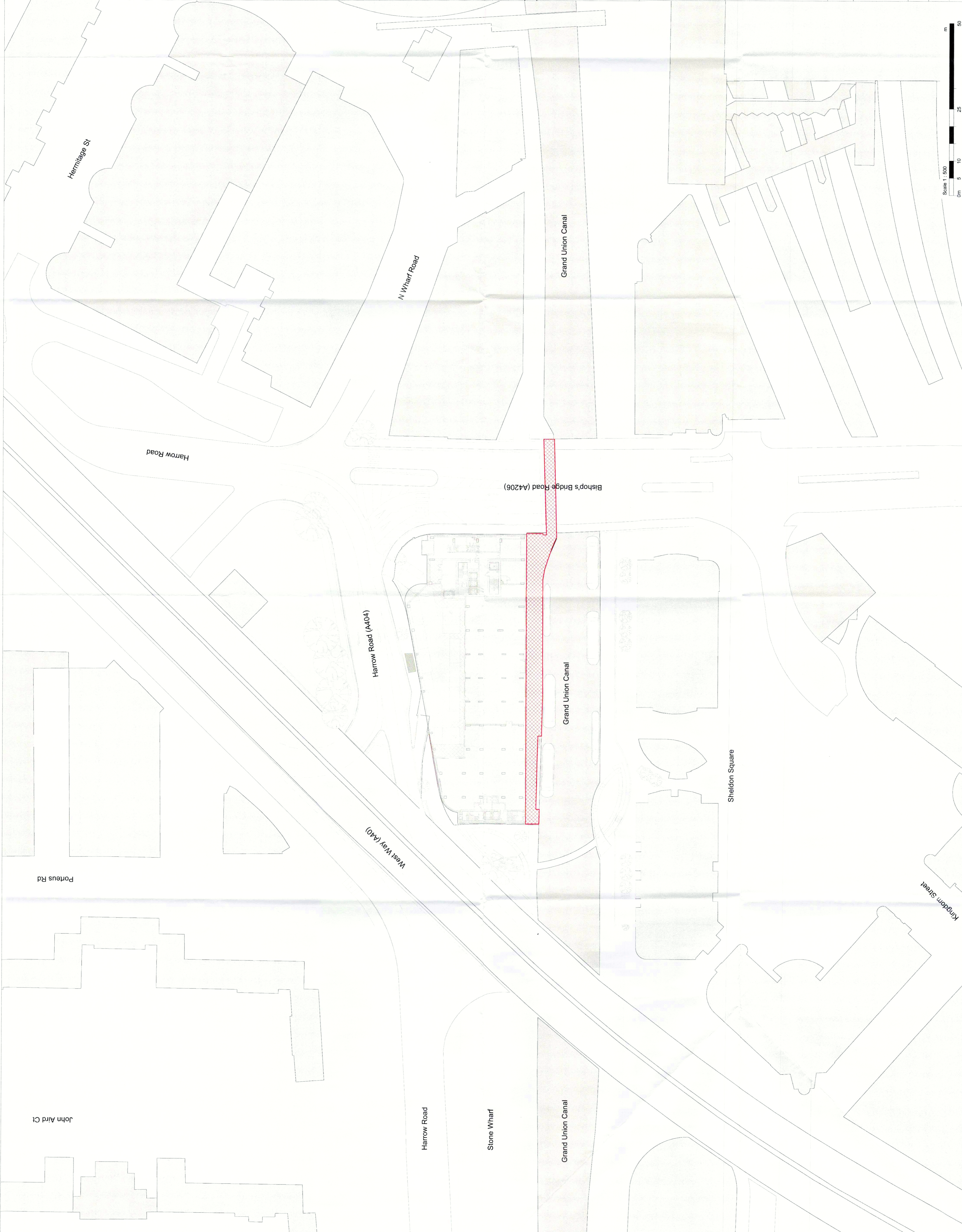
Scale at A1	Revision Date
1:500	12.01.26
Project No.	Rev No.
1808	01
Drawing No.	
1808-MAK-PA3004	

ANNEX 11
PLAN 5

General Notes:

1. Dimensions are in millimetres unless stated otherwise. Levels are in metres AOD unless stated otherwise.
2. All dimensions are to be verified on site before proceeding on site.
3. All site dimensions to be verified on site before proceeding on site.
4. All discrepancies to be notified in writing to Make Limited.
5. Drawings issued in DWG format, or marked DRAFT, are for information only and do not form part of, or constitute, a contract. Make Limited does not accept liability for use of Draft or DWG information or for any errors, omissions, alterations additions arising out of changes to the information or discrepancies with the contract drawings.

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AK JK

REV	Date	Reason For Issue	CHK
01	12.01.26	Legal Information Update	SR
00	03.11.25	Legal Information	JG

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Client

**Travis Perkins &
Unite Students**

Keyplan



Site Plan

Project
Baltic Wharf, 149 Harrow Rd

Drawing Title
Proposed Site Plan_Public Walkway

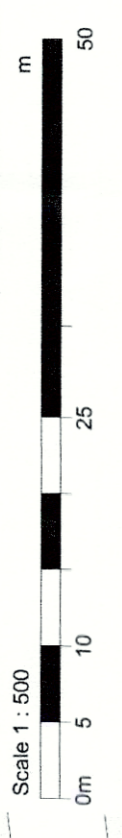
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Revision Date
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Project No.
1808

Rev No.
01

Drawing No.
1808-MAK-PA3005

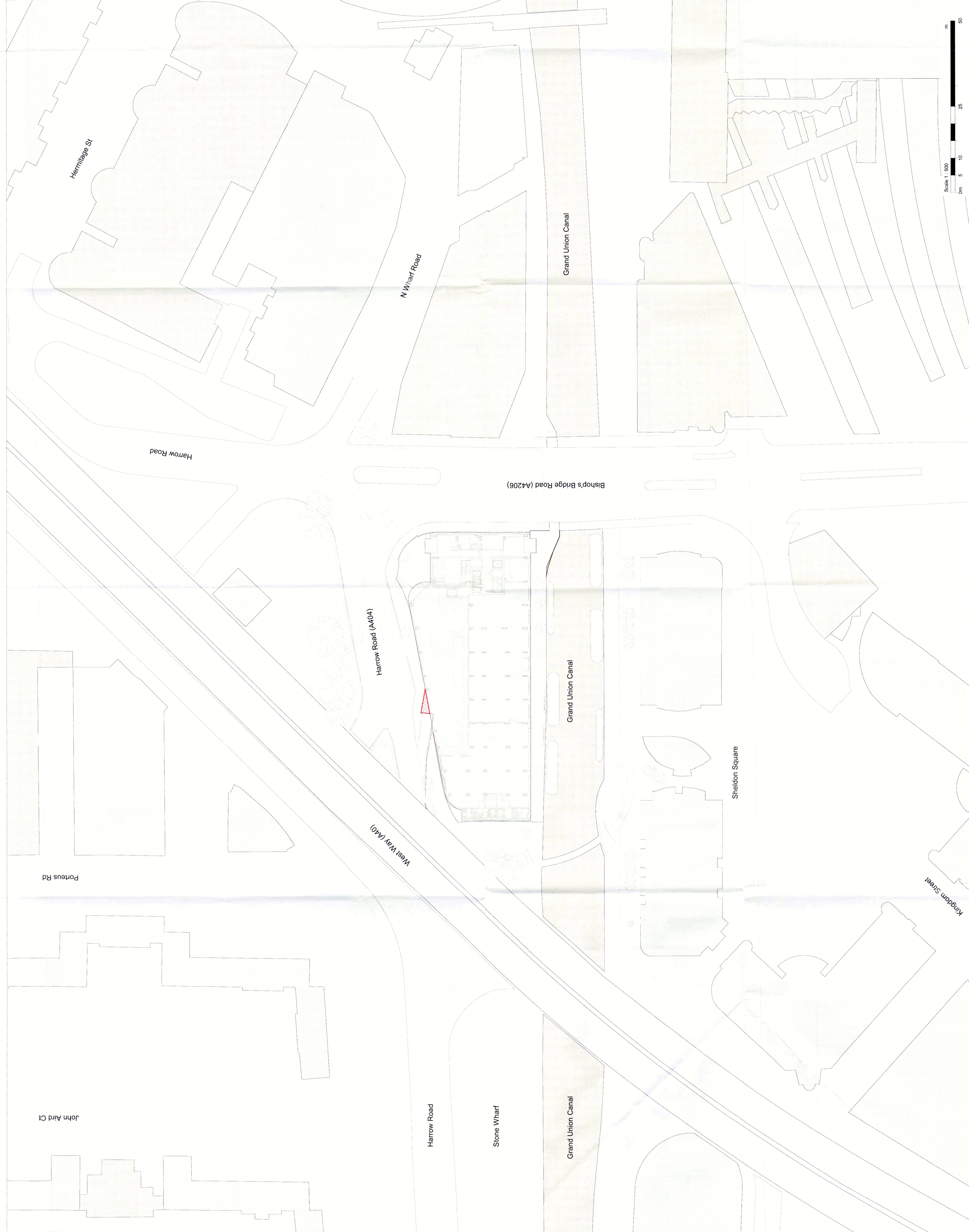


ANNEX 12
PLAN 6

General Notes:

1. Dimensions are in millimetres unless stated otherwise.
2. Levels are in metres AOD unless stated otherwise.
3. All site dimensions to be verified on site before construction.
4. All discrepancies to be notified in writing to Make Limited.
5. Drawings issued in DWG format, or marked DRAFT, are not contract documents and do not form part of, or supersede the formally issued documents. Make Limited is not responsible for any errors, omissions, alterations arising out of changes to the information or discrepancies with the contract drawings.

JFF



AK MK

Land to be dedicated as public highway

REV	Date	Reason For Issue	CHK
01	12.01.26	Legal Information Update	SR
00	03.11.25	Legal Information	JG

PLANNING SUBMISSION

DRAWING STATUS

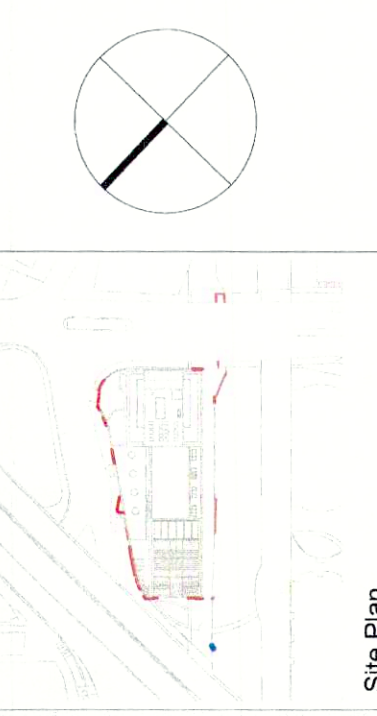
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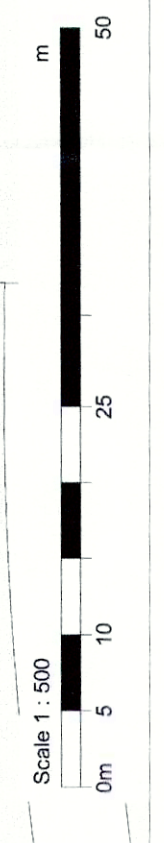
Client:
**Travis Perkins &
Unite Students**

Keyplan



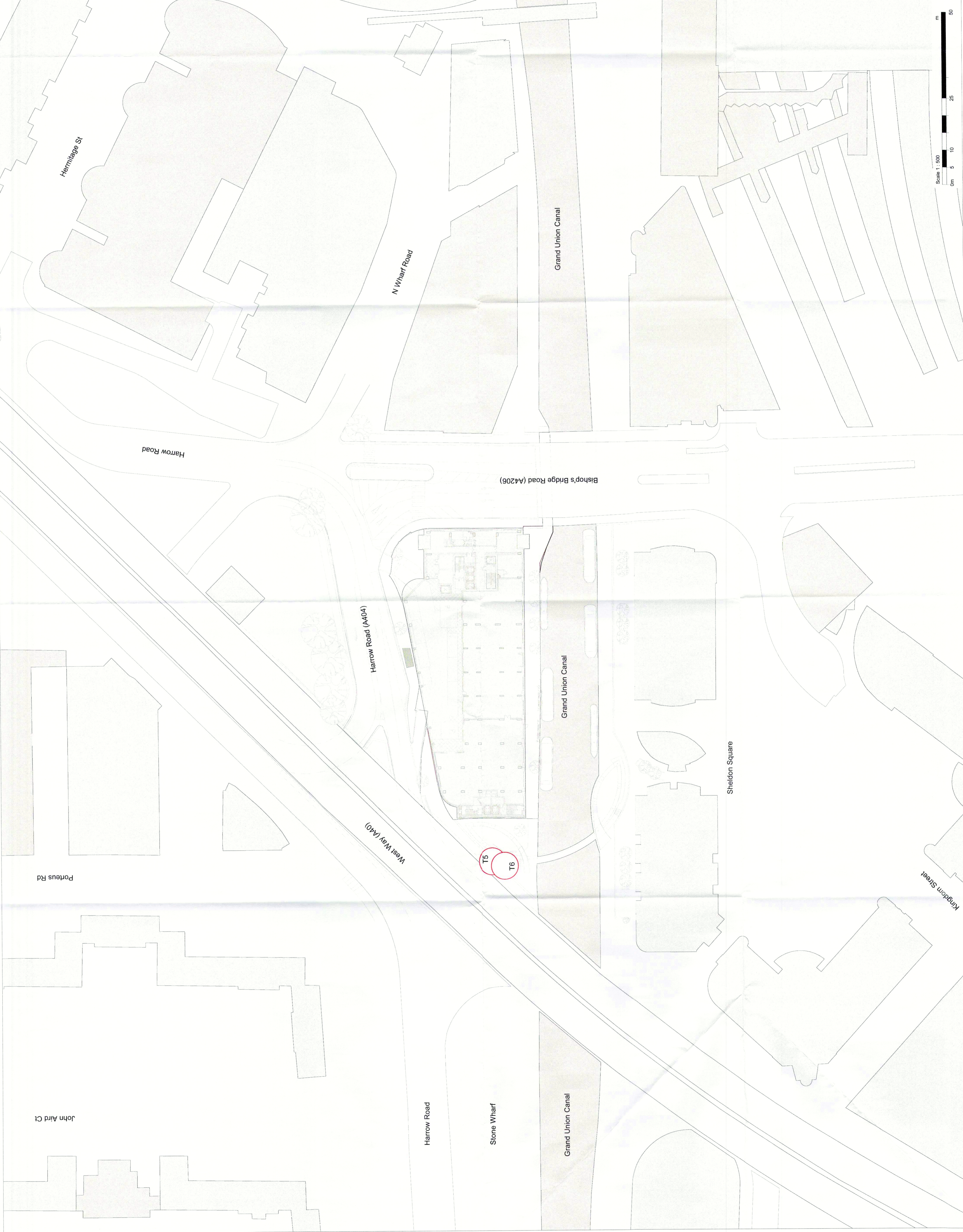
Site Plan
Project
Baltic Wharf, 149 Harrow Rd
Drawing Title
**Proposed Site
Plan_Dedication Land**

Scale at A1	Revision Date
1:500	12.01.26
Project No.	Rev. No.
1808	01
Drawing No.	
1808-MAK-PA3006	



ANNEX 13

PLAN 7



General Notes:

1. Dimensions are in millimetres unless stated otherwise.
2. Levels are in metres AOD unless stated otherwise.
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TF

Existing trees to be protected

REV	Date	Reason For Issue	JG	SR
01	12.01.26	Legal Information Update	JG	SR
00	03.11.25	Legal Information	JG	

PLANNING SUBMISSION

DRAWING STATUS

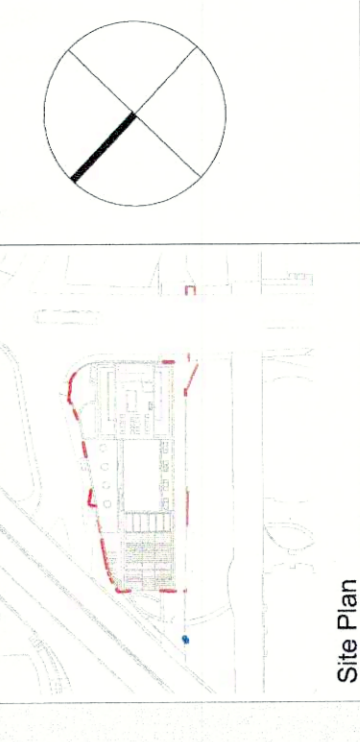
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Tel: +44 (0) 20 7636 5151
info@makearchitects.com
www.makearchitects.com

Client

**Travis Perkins &
Unite Students**

Keyplan



Site Plan

Project

Baltic Wharf, 149 Harrow Rd

Drawing Title

Proposed Site Plan_Tree

Protection

Scale at A1
1:500

Revision Date
12.01.26

Project No.
1808

Rev No.
01

Drawing No.
1808-MAK-PA3007



ANNEX 14

PLAN 8

General Notes:

1. Dimensions are in millimetres unless stated otherwise.
2. Levels are in metres AOD unless stated otherwise.
3. All site dimensions to be verified on site before proceeding on site.
4. All discrepancies to be notified in writing to Make Limited.
5. Drawings issued in DWG format or marked DRAFT. Make Limited does not accept liability for any errors, omissions, alterations or discrepancies arising out of changes to the information or discrepancies with the contract drawings.

TF

1/1

 Canal and River Trust moorings

REV	Date	Reason For Issue	Chk	SR
01	12.01.26	Legal Information Update	JG	
00	03.11.25	Legal Information	JG	

PLANNING SUBMISSION

DRAWING STATUS

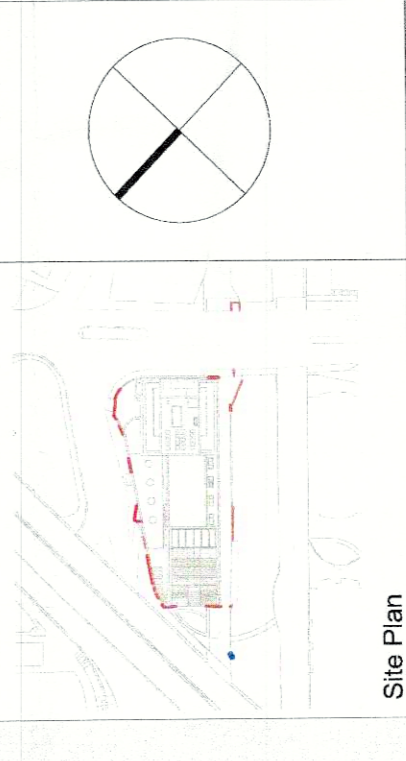
make
32 Cleveland Street,
London, W1T 4JY

tel +44 (0) 20 7636 5151
info@makearchitects.com
www.makearchitects.com

Client:

**Travis Perkins &
Unite Students**

Keyplan



Site Plan

Project

Baltic Wharf, 149 Harrow Rd

Drawing Title

**Proposed Site Plan_Canal &
River Trust**

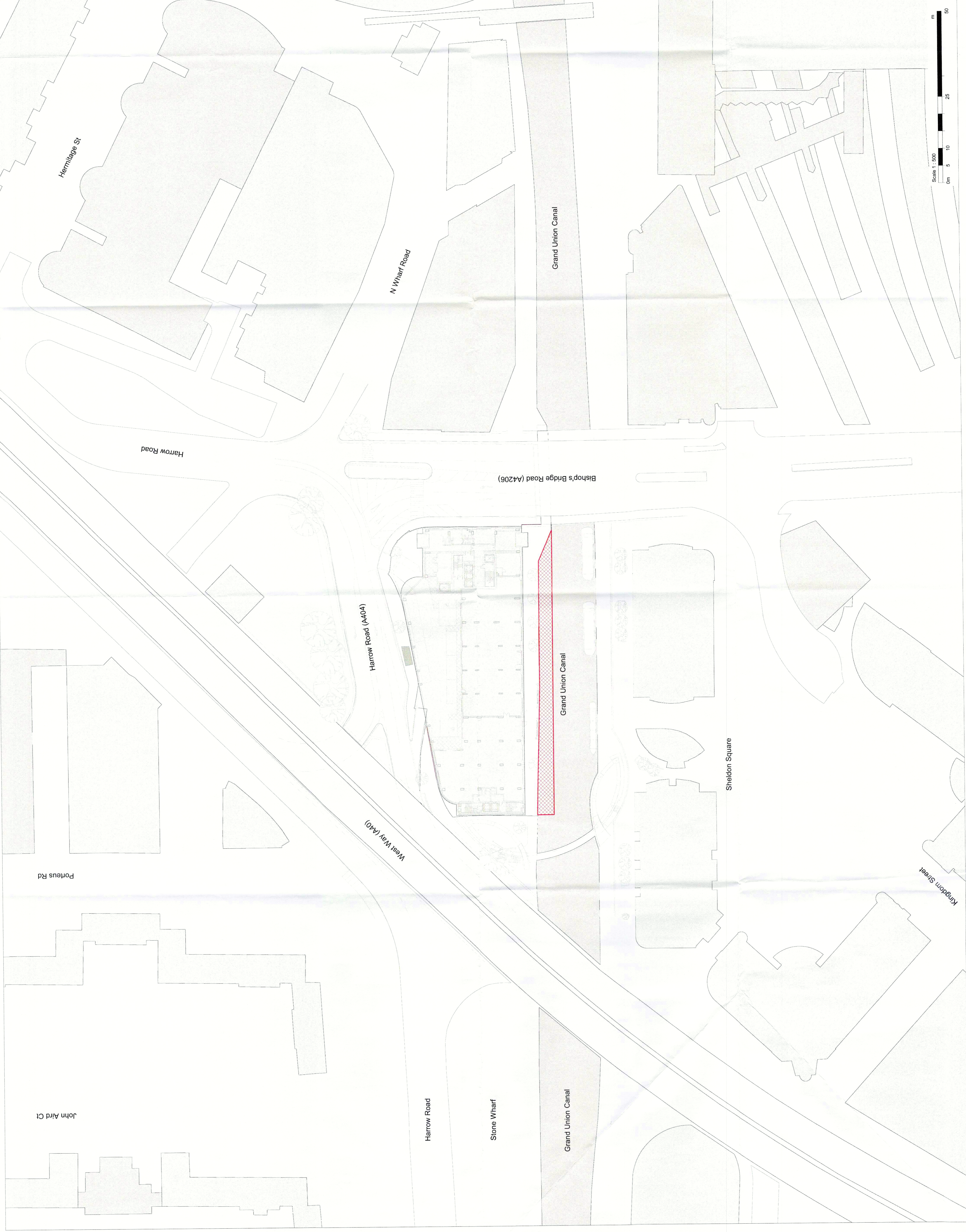
Scale at A1
1:500

Revision Date
12.01.26

Project No.
1808

Rev No.
01

Drawing No.
1808-MAK-PA3008



ANNEX 15

PLAN 9

General Notes:
 1. Dimensions are in millimetres unless stated otherwise.
 2. Levels are in metres AOD unless stated otherwise.
 3. All site dimensions to be verified on site before proceeding on site.
 4. All discrepancies to be notified in writing to Make Limited.
 5. Drawings issued in DWG format, or marked DRAFT, are not contract documents and do not form part of, or supersede the Formally issued documents. Make Ltd accepts no liability for use of Draft or DWG information for any use, or omissions, alterations, additions arising out of any use, or for any information or discrepancies with the contract drawings.

TJF

AK UC



REV	Date	Reason For Issue	CHK
02	14.01.26	Legal Information Update	SR
01	12.01.26	Legal Information Update	SR
00	03.11.25	Legal Information	JIG

PLANNING SUBMISSION

DRAWING STATUS



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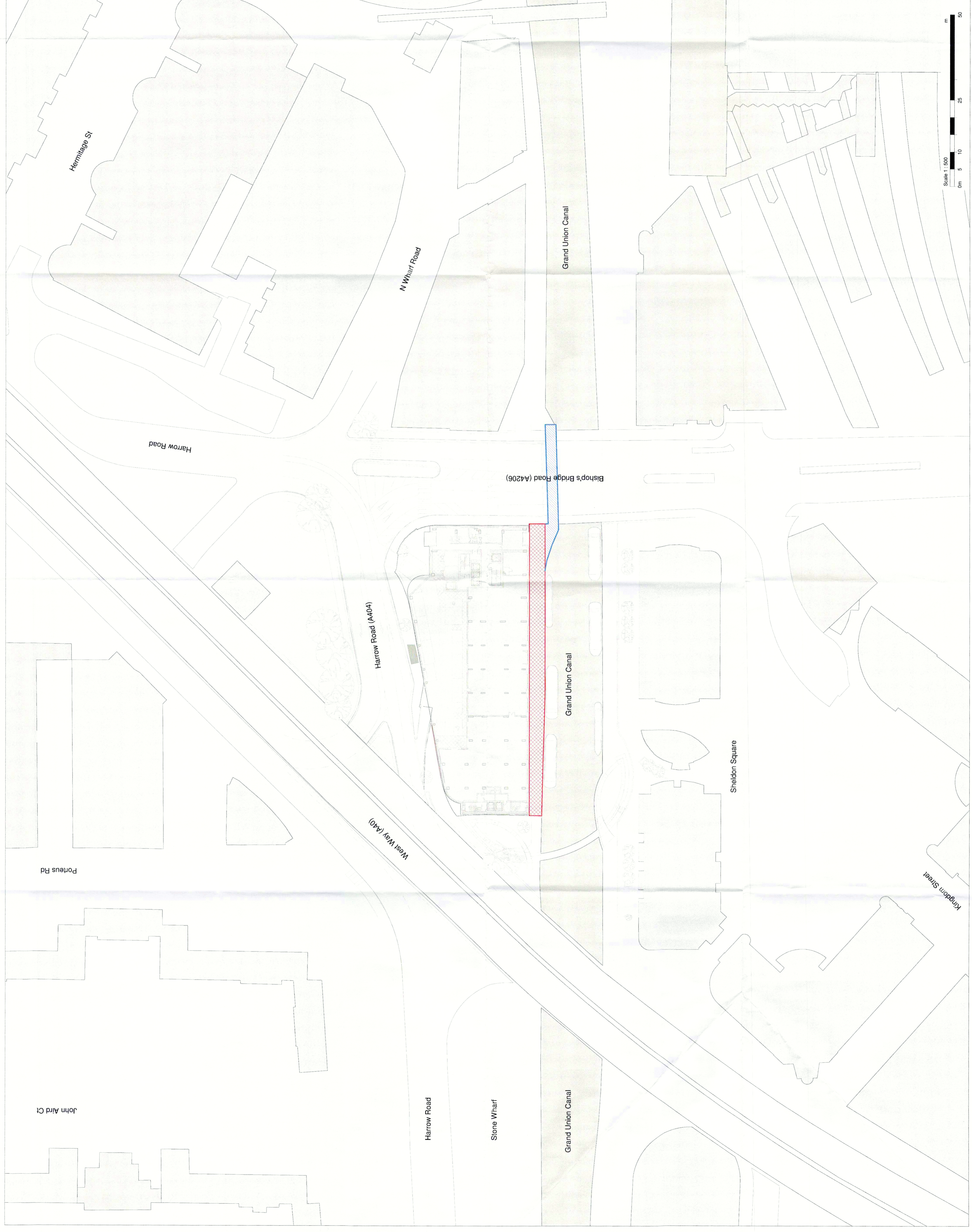
Rev No.

02

Drawing No.

1808-MAK-PA3009

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EXECUTED as a **DEED** by affixing the Common Seal of the **GREATER LONDON AUTHORITY** in the presence of:



Authorised Signatory *John Finlayson*

Name (BLOCK) **JOHN FINLAYSON**

Position **Head of Development Management**

EXECUTED as a **DEED** by affixing the company seal of **THE LORD MAYOR AND CITIZENS OF THE CITY OF WESTMINSTER** was hereunto affixed by Order in the presence of:



Sealed By: Westminster City Council
Sealed Time: 19 March 2026 | 17:32 GMT

1530/65831/2526

Principal Solicitor

Louise Metson

Louise Metson

EXECUTED as a **DEED** by **TP PROPERTY COMPANY LIMITED**, acting by a Director in the presence of a witness

Director Signature

Aqleem Khokhar

Director Name:

Aqleem Khokhar

Witness Signature: *Nadia Khokhar*

Witness Name: **Nadia Khokhar**

Witness Address: **685 Halifax road bd6 2hl**