

Section 257 Town and Country Planning Act 1990

Brent Cross Cricklewood Regeneration Phase 1A North (Plot 53 and Plot 54 Brent Terrace South) Stopping Up Order 2019

STATEMENT OF CASE

THE LONDON BOROUGH OF BARNET

Introduction

1. The London Borough of Barnet (“the Council”) as local planning authority seeks the confirmation of the Secretary of State under section 259 of the Town and Country Planning Act 1990 (“TCPA”) of a Stopping Up Order made under section 257 of the TCPA 1990.
2. The Order in question was made on 11 September 2019. It is entitled the ‘Brent Cross Cricklewood Regeneration Phase 1A North (Plot 53 and Plot 54 Brent Terrace South) Stopping Up Order 2019 (“the Order”)’. The Order is attached as **Appendix A**.

Statutory Provisions

3. Section 257 (1) TCPA 1990 provides:
 - (1) Subject to section 259, a competent authority may by order authorise the stopping up or diversion of any footpath, bridleway or restricted byway if they are satisfied that it is necessary to do so in order to enable development to be carried out –
 - (a) In accordance with planning permission granted under Part III...
4. Section 259(1) TCPA 1990 provides:
 - (1) An order made under section 257 or 258 shall not take effect unless confirmed by the appropriate national authority or unless confirmed, as an unopposed order, by the authority who made it.

...

(4) Schedule 14 shall have effect with respect to the confirmation of orders under section 257 or 258 and the publicity for such orders after they are confirmed.

5. Schedule 14 TCPA 1990 contains a number of procedural requirements for the making and confirmation of an order.

The Order

6. The Order, if confirmed, has the effect of stopping up two stretches of public footpath as follows, and as shown on the maps at Schedule 1 of the Order:
 - (a) In relation to plot 53, 67 metres of public footpath shown by a bold black line on map running between Brent Terrace and an existing public footpath running westwards from Clitterhouse Crescent;
 - (b) In relation to plot 54, 43 metres of public footpath shown by a bold black line on the map running broadly parallel to Brent Terrace between a playground at the centre of development Plot 54 and a public footpath towards the south of the development plot.

The Tests for Confirmation

7. An Order under section 257 TCPA 1990 should be confirmed where it meets:
 - (a) The “necessity test”; and
 - (b) The “public interest test”.
8. The “necessity test” derives from the statutory provisions in s57(1). It must be shown that the stopping up is necessary in order to enable the development to be carried out in accordance with planning permission.
9. The “public interest test” derives from the discretionary nature of the power to make or confirm the order (see Vasiliou v Secretary of State for Transport [1991] 2 All ER 77). The Secretary of State should approach the exercise of discretion on the footing that the planning decision has been resolved in favour of the development being allowed to proceed. It is on that basis that he must determine whether the disadvantages and losses, if any, flowing directly from the order are of such significance that he ought to refuse to make the order.

The Necessity Test – Planning Permission

10. On 9 June 2015 reserved matters approval was granted under reference 15/00720/RMA relating to plots 53 and 54. The reserved matters approval authorised the “residential development of Plot 53 and 54 comprising 47 Residential Units”. The Reserved Matters Approval is attached as **Appendix B**.
11. The reserved matters approval was made pursuant to the outline planning permission granted under section 73 TCPA 1990 under reference F/04687/13 on 23 July 2014 for the comprehensive mixed-use redevelopment of the Brent Cross Cricklewood regeneration area. The outline planning permission is attached as **Appendix C**.
12. It was a condition of the reserved matters approval (condition 1) that the development permitted be carried out in accordance with the approved plans identified in the condition. That includes drawing HT – 1413 – P – 2 A – Proposed Site Plan. For present purposes that is sufficient to demonstrate the necessity for the Order. This plan also identifies the extent of plots 53 and 54. The Proposed Site Plan is attached as **Appendix D**.
13. The Proposed Site Plan shows the disposition of the development across Plots 53 and 54. This takes the form of five elements: Terrace 1, and Blocks A and B on plot 53; and Terrace 2 and Block C on plot 54.
14. The existing footpath on plot 53 runs from the roadway of Brent Terrace on land that is to form the access to the development, and then under what will be Block A and associated amenity space. The route will cease to exist once development commences.
15. The existing footpath on plot 54 runs from a former playground in the centre of the plot to a footway at the southern edge of the site. The route of the footpath will be very largely covered by block C and associated amenity space.

Public Interest and Objections

16. Two relevant objections were made in response to the making and publicising of the Order which have not been withdrawn. The relevant objections were made by:
 - (1) Mr Neill Dane of the Brent Terrace Residents Association;
 - (2) Ms Lorraine Thomas, a resident of Brent Terrace.

17. The matters raised in those objections that remain may be summarised as follows:

- (a) Adequacy of consultation;
- (b) Impacts on the local community/public interest balance;
- (c) Lack of alternative provision;
- (d) Lack of need;
- (e) Rationality.

18. The Council has engaged with the relevant objectors and provided details of its response, which it will support in evidence before the Secretary of State. Regular discussions between the objectors and the Council have been ongoing since the Order was made leading to several of the grounds of objection being withdrawn. The remaining grounds of objection for each plot are in relation to the following issues:

Plot 53

- (a) Merits and demerits of stopping up the footpath were not considered in the planning process proceeding the stopping up order or thereafter
- (b) There are significant demerits to the local population who rely on footpaths for connections to local resources
- (c) Alternative provision has not been made for pedestrian access
- (d) Pre-construction planning conditions have not yet been fulfilled

Plot 54

- (a) Pre-construction planning conditions have not yet been fulfilled

19. (a) Consultation: The Council undertook consultation in accordance with schedule 14 of the 1990 Act, as required of it. Copies of the relevant documentation are provided as **Appendix E**.

20. (b) Public interest: The proposed development of plots 53 and 54 has planning permission as part of the wider redevelopment and regeneration proposals of Brent Cross Opportunity Area. The grant of planning permission recognised the use of plots 53 and 54 by local residents as informal open space. The wider regeneration proposals include the substantial areas of open space creation and improvement. As part of the reserved matters approval a condition was imposed (condition 9) linking the development of plots 53 and 54 to the delivery of improvements to Clitterhouse Playing Fields and Claremont Park playing fields.

21. The objections fail to recognise that the delivery of development on plots 53 and 54 is part of a comprehensive regeneration proposal of the Brent Cross regeneration area which will deliver a sustainable town centre comprising attractive residential environments, a major commercial core and a retail environment along a new High Street. This will result in Brent Cross becoming a vibrant place to live, work and socialise, providing a catalyst for further economic growth in the surrounding area.
22. The development of plots 53 and 54 enables the relocation of residents from elsewhere within the wider scheme. The disbenefits of the loss of these short stretches of footpath to the local community are nil in relation to plot 54 and very minor in relation to plot 53 given that there is an alternative route to the destinations served by the footway, both during the construction period of the development and once the development has completed. The principle of the loss of these areas of open space has been established in the public interest through the grant of planning permission, and the benefits of the proposed development on plots 53 and 54 itself (delivering 47 residential units) are significant, and as an intrinsic part of the comprehensive regeneration of the wider area are substantial.
23. (c) Alternative routes: There is an inter-relationship between the overall public interest and the question of alternative provision. In relation to plot 54 no alternative provision would be available or beneficial because the footpath connects to a playground that is not currently there and will not be there under the re-development proposals. The affected footpath is not a through-route. As stated above, the objection in relation to alternative routes for plot 54 has now been dropped. In relation to plot 53 there are existing footways and paths that provide a convenient alternative for pedestrians to get from Clitterhouse Crescent to Brent Terrace. These paths are existing shared cycle and footpaths and are shown on the plan at **Appendix F**. The paths have now been improved with widening, resurfacing and lighting to a better standard than the existing footpath across Plot 53, a plan and photos showing these improvements can be found at **Appendix G**. In addition, during the construction on Plot 53 a temporary path will be provided along the boundary of Plot 53 to address any safety concerns associated with using the alternative path and reduce the distance travelled between Brent Terrace and Clitterhouse Crescent compared to the alternative path. This path will be the same (or better) standard than the footpath across Plot 53 and will also be lit. An indicative plan is shown at **Appendix G**. Safe access will be maintained across any construction access through the Construction Management Plan, the preparation of which is secured via condition 12 of the section 73 planning permission with reference F/04687/13. Further, condition 10 attached to reserved matters approval 15/00720/RMA for plots 53 and 54 requires improvement works to be carried out to the existing

footpath at the southern end of plot 54 leading to Clitterhouse Road. The Council's development partner, Argent Related, have provided assurances to the objectors that an alternative route from Clitterhouse Crescent to Brent Terrace will be maintained at all times until the permanent route that is to be provided as part of the redevelopment of the neighbouring Claremont Park is in operation. This can be seen on the Claremont Park Landscaping plan at **Appendix H**.

24. (d) Lack of need: The issue raised relates to the timing of the order rather than the need for it. The need for the Order is addressed above under the necessity test. The need to stop up the footpath relates to the planning permission that has been granted. The Order is required to allow the development to be built out. The Council is in the process of discharging all pre-commencement conditions with a view to commencing the development. The Council is willing to undertake not to effect the stopping up of the footpath until commencement of development begins.
25. € Rationality. This adds nothing to the objections above. The Council contends that both the necessity and public interest tests are clearly met.
26. In conclusion, the public interest test is met and there is no good reason to refuse to confirm the Order.

Future Steps

27. The Council will continue to engage with the objectors in relation to their objections. If this leads to the withdrawal of the objections the Council will immediately notify the Secretary of State with a view to confirming the Order itself.
28. If the relevant objections remain the Council will seek the earliest resolution of the issues by way either of written representations or an informal hearing. The Council is aware that the requirement of all parties is required for the written representations procedure to be used.

Appendix A

The Order

Appendix B

Reserve Matter Approval with reference 15/00720/RMA

Appendix C

Outline Planning Permission with reference F/04687/13

Appendix D
Proposed Site Plan

Appendix E
Copies of Consultation

Appendix F

Plan Showing Existing Footpath and Cycle Way

Appendix G

Plan Showing Lighting Points and Temporary Path

Appendix H

Claremont Park Landscaping Plan

DATED 11th September 2019

PUBLIC PATH STOPPING UP ORDER

TOWN AND COUNTRY PLANNING ACT 1990, SECTION 257

**BRENT CROSS CRICKLEWOOD REGENERATION PHASE 1A NORTH (PLOT 53 AND PLOT 54
BRENT TERRACE SOUTH) STOPPING UP ORDER 2019**

PUBLIC PATH STOPPING UP ORDER

TOWN AND COUNTRY PLANNING ACT 1990, SECTION 257

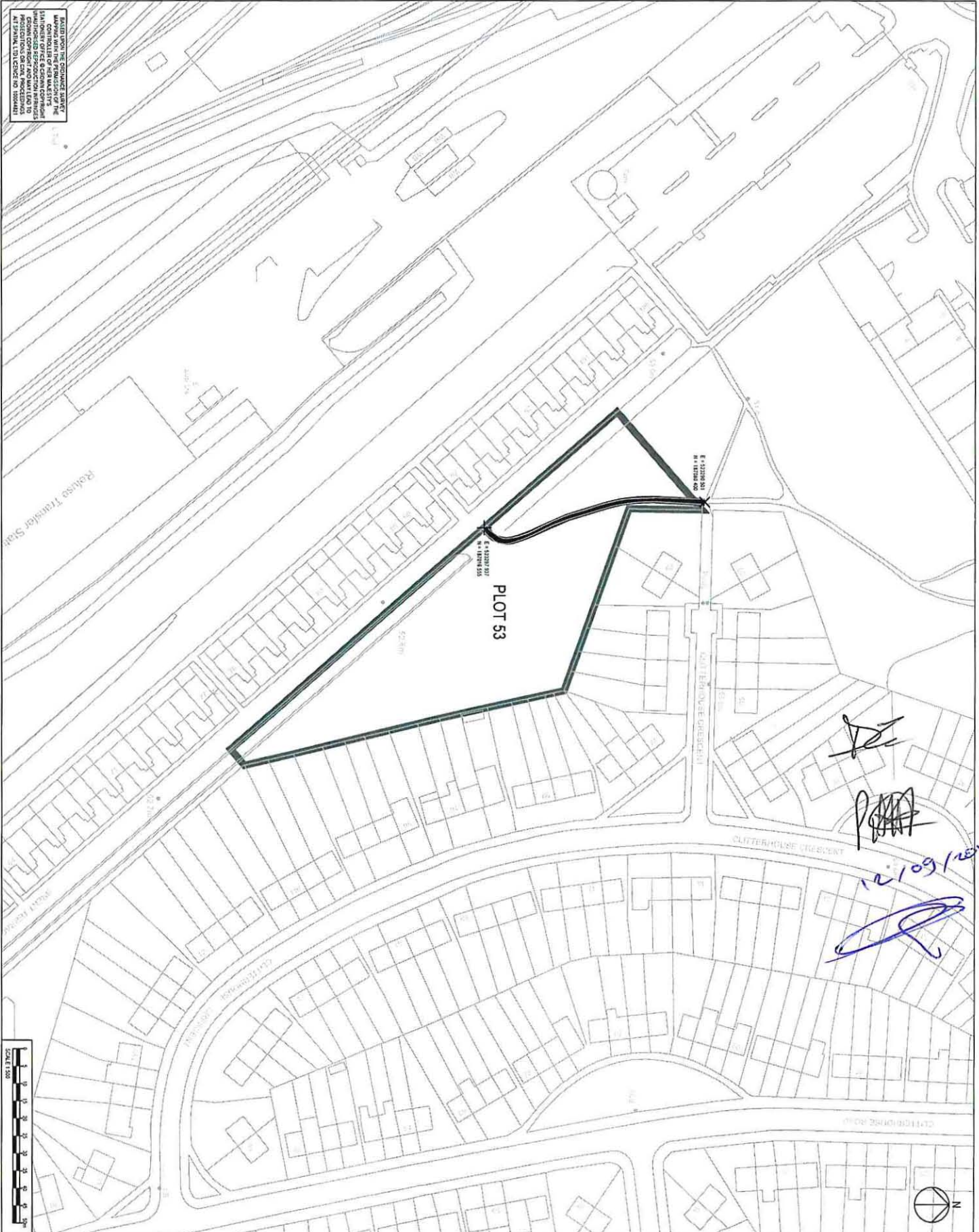
**BRENT CROSS CRICKLEWOOD REGENERATION PHASE 1A NORTH (PLOT 53 AND PLOT 54
BRENT TERRACE SOUTH) STOPPING UP ORDER 2019**

This order is made by the London Borough of Barnet under section 257 of the Town and Country Planning Act 1990 because it is satisfied that it is necessary to stop up the footpaths to which this order relates in order to enable development to be carried out in accordance with planning permission granted under Part III of the Town and Country Planning Act 1990, namely the permission granted by the Council on 9 June 2015 with reference 15/00720/RMA, for the residential development of Plots 53 and 54 comprising 47 residential units as part of the comprehensive mixed use redevelopment of the Brent Cross Cricklewood Regeneration Area.

BY THIS ORDER:

1. The footpaths over the land shown by a bold black line on the attached maps and described in Part 1 of the Schedule to this order (the "**Schedule**") shall be stopped up as provided below.
2. The stopping up of the footpath shall have effect on the confirmation of this order.
3. Where immediately before the date on which the footpaths are stopped up there is apparatus under, in, on, over, along or across it belonging to statutory undertakers for the purpose of carrying on their undertaking, the undertakers shall continue to have the same rights in respect of the apparatus as they then had.

MAILED UNDER THE SURVEY ACT
 APPROVED WITH THE PERMISSION OF THE
 PLANNING OFFICE & CIVIL ENGINEERING
 DEPARTMENT OF THE DISTRICT COUNCIL
 PROCEEDINGS ON THE PROCEEDINGS
 AT 12:00 PM, 13th JUNE 2018

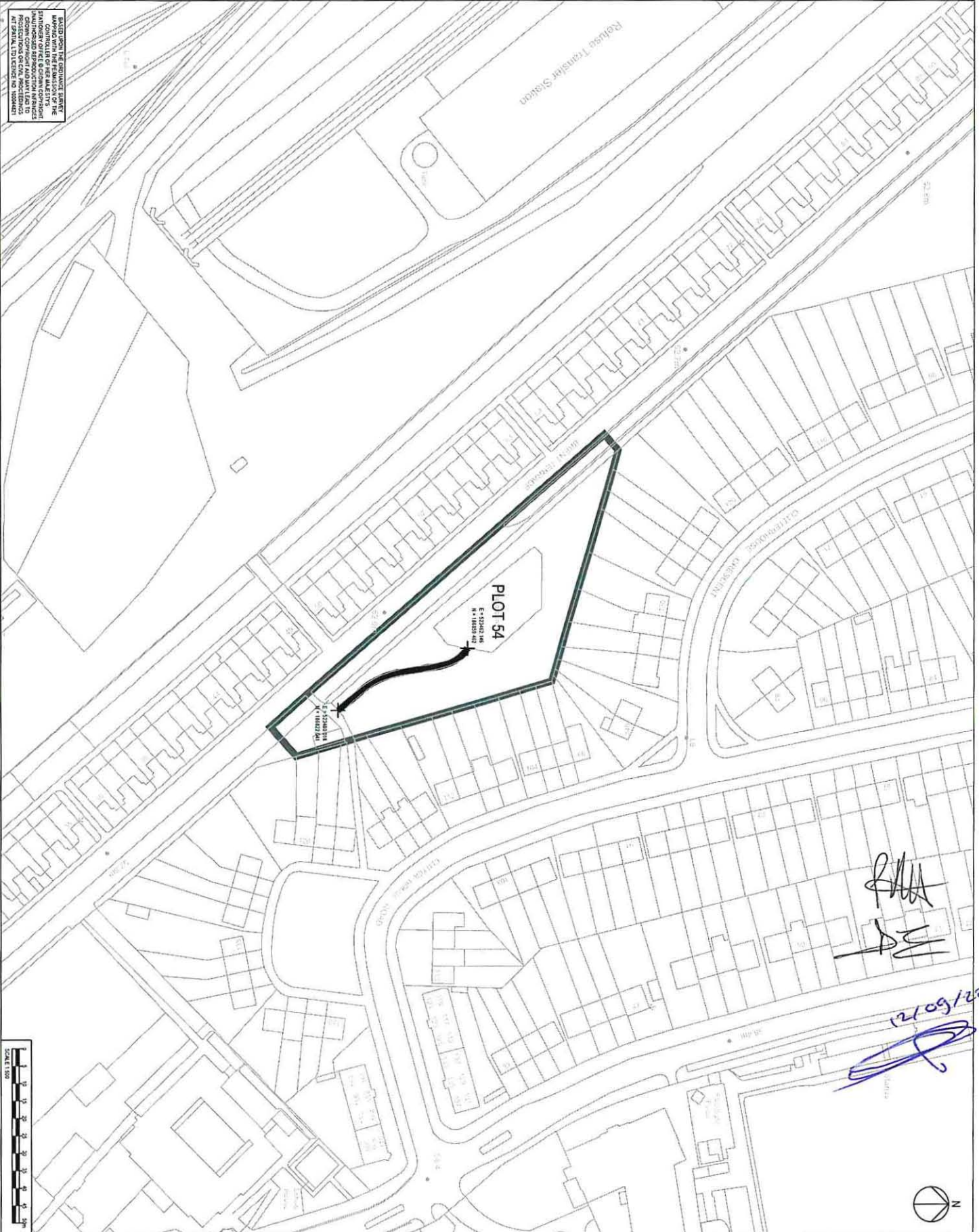


Handwritten signatures and date:
 12/09/2018
 [Signature]



<p>CONSTRUCTION DATE: 2018</p> <p>DATE OF THIS PLAN: 12/09/2018</p> <p>PROJECT NAME: BRENT CROSS CRICKLEWOOD PHASE 1A</p>		<p>SCALE: 1:500</p>
<p>THIS DRAWING IS TO BE USED ONLY FOR THE PURPOSE OF THE WORK SPECIFIED IN THE TITLE BLOCK AND IS NOT TO BE USED FOR ANY OTHER PURPOSE.</p> <p>THE DRAWING IS TO BE USED ONLY FOR THE PURPOSE OF THE WORK SPECIFIED IN THE TITLE BLOCK AND IS NOT TO BE USED FOR ANY OTHER PURPOSE.</p> <p>DO NOT SCALE FROM THIS DRAWING. USE ONLY PRINTED DIMENSIONS, DIMENSIONS, LEVELS AND COORDINATES.</p> <p>ALL DIMENSIONS, CHANGES, LEVELS AND COORDINATES ARE THE PROPERTY OF AECOM AND SHOULD NOT BE REPRODUCED OR USED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN PERMISSION OF AECOM.</p>		<p>KEY:</p> <ul style="list-style-type: none"> Public Footpath Route Development Plot Boundary
<p>FOR INFORMATION</p> <p>Standard Life Investments</p>		
<p>BRENT TERRACE SOUTH GENERAL ARRANGEMENT STOPPING UP ORDER DEVELOPMENT OF PLOT 53</p>		
<p>BRENT CROSS CRICKLEWOOD PHASE 1A</p>		
<p>AECOM Infrastructure & Environment UK Limited</p> <p>AECOM</p>		
<p>BXCR-ACH-B1-HW-SK-CE-00002</p> <p>P02</p>		

ALL INFORMATION ON THIS DRAWING IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE. THIS INFORMATION IS UNCLASSIFIED DATE 12/15/2011 BY 60322/UC/LP/STP/STP



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 6/22/2012



<p>CONSTRUCTION DATA</p> <p>DATE: 01/11/2012</p> <p>PROJECT: BRENT CROSS CRICKLEWOOD PHASE 1A</p> <p>CLIENT: BRENT CROSS CRICKLEWOOD DEVELOPMENT LIMITED</p>		<p>STANDARD DATA</p> <p>DATE: 01/11/2012</p> <p>PROJECT: BRENT CROSS CRICKLEWOOD PHASE 1A</p> <p>CLIENT: BRENT CROSS CRICKLEWOOD DEVELOPMENT LIMITED</p>
<p>NOTES</p> <p>1. THIS DRAWING IS TO BE USED ONLY FOR THE PURPOSE OF ISSUE AND IS NOT TO BE USED FOR ANY OTHER PURPOSE.</p> <p>2. ALL DIMENSIONS, CHANGES, LEVELS AND COORDINATES ARE IN METRES UNLESS STATED OTHERWISE.</p> <p>3. THE PROJECT HEALTH & SAFETY PLAN IS REFERRED TO AS THE PROJECT HEALTH & SAFETY PLAN.</p>		
<p>KEY</p> <p>PUBLIC FOOTWAY ROUTE TO BE STOPPED UP</p> <p>DEVELOPMENT PLOT BOUNDARY</p>		
<p>FOR INFORMATION</p> <p>Standard Life INVESTMENTS</p>		
<p>BRENT CROSS CRICKLEWOOD PHASE 1A</p> <p>BRENT TERRACE SOUTH GENERAL ARRANGEMENT STOPPING UP ORDER DEVELOPMENT OF PLOT 54</p>		
<p>AECOM</p> <p>100 Brook Hill Drive, Suite 1000, San Francisco, CA 94134, USA</p> <p>100 Brook Hill Drive, Suite 1000, San Francisco, CA 94134, USA</p> <p>100 Brook Hill Drive, Suite 1000, San Francisco, CA 94134, USA</p>		
<p>BXCR-ACH-B1-HW-SK-CE-00003 P01</p>		

SCHEDULE

Description of site of existing paths or way

In relation to Plot 53: 67 metres of public footpath shown by a bold black line on the attached map with reference BXCR-ACM-BT-HW-SK-CE-00002 Rev P02 running between Brent Terrace and an existing public footpath running approximately westwards from Clitterhouse Crescent.

In relation to Plot 54: 43 metres of public footpath as shown by a bold black line on the attached map with reference BXCR-ACM-BT-HW-SK-CE-00003 Rev P01 running broadly parallel to Brent Terrace between a playground at the centre of development Plot 54 and a public footpath towards the south of the development plot.

Dated: 2019

THE COMMON SEAL OF THE MAYOR AND)
BURGESSES OF THE LONDON BOROUGH)
OF BARNET was hereunto affixed in the)
presence of)



No. IN REGISTER
4 / 0818

Authorised signatory

Development Management & Building Control Service
Barnet House, 1255 High Road, Whetstone, N20 0EJ
Contact Number: 020 8359 4675

Philip Murphy
Quod
Ingeni Building
17 Broadwick Street
London
W1F 0AX

Application Number: **15/00720/RMA**
Registered Date: 10 February 2015

TOWN AND COUNTRY PLANNING ACT 1990

APPROVAL OF RESERVED MATTERS

TAKE NOTICE that the Barnet London Borough Council, in exercise of its powers as Local Planning Authority under the above Act, hereby:

APPROVES THE FOLLOWING DETAILS:

Reserved Matters application within Phase 1a (North) of the Brent Cross Cricklewood Regeneration Scheme relating to Layout, Scale, Appearance, Access and Landscaping, for the residential development of Plots 53 and 54 comprising 47 Residential Units, , Submission is pursuant to conditions 1.2.1.A, 2.1 and for the part discharge of condition 13.1 of Planning Permission F/04687/13 dated 23 July 2014 for the comprehensive mixed use redevelopment of the Brent Cross Cricklewood regeneration area., , Application is accompanied by an Environmental Statement Further Information Report.

At: Land Off Brent Terrace,, London, NW2, (The Brent Terrace Triangles)

as referred to in your application and shown on the accompanying plan(s):
Subject to the following condition(s):

- 1 The development hereby permitted shall be carried out in accordance with the following approved plans (subject to Condition 7) unless minor variations are agreed in writing after the date of this reserved matters consent with the Local Planning Authority:
Existing Site Plan HT-1413-P-1 A
Proposed Site Plan HT-1413-P-2 A
Plot 53 - Ground floor plan HT-1413-P-3 A
Plot 53 - Upper floor plans HT-1413-P-4 A
Plot 54 - Ground floor plan HT-1413-P-5 A
Plot 54 - Upper floor plans HT-1413-P-6 A
Terrace 1 and Block A - G+0 HT-1413-P-7 A
Terrace 1 and Block A - G+1 HT-1413-P-8 A
Terrace 1 and Block A - G+2 HT-1413-P-9 A
Terrace 1 - Plans and Elevations HT-1413-P-10 A
Block A Houses - Plans and Elevations HT-1413-P-11 A

Block B Houses - Plans and Elevations	HT-1413-P-12	A	
Blocks A, B and C - Ground floor plan and Elevation	HT-1413-P-13		A
Blocks A, B and C - First floor plan and Elevation	HT-1413-P-14	A	
Terrace 2 - Plans and Elevations	HT-1413-P-15	A	
Terrace 2 - Elevations	HT-1413-P-16	A	
Bike Store And CHP - Elevations	HT-1413-P-17	A	
Block B - G+0 and Street Elevation	HT-1413-P-18	A	
Block B - G+1 and Garden Elevation	HT-1413-P-19	A	
Block B - G+2 and Side Elevation	HT-1413-P-20	A	
Block C - G+0 and Street Elevation	HT-1413-P-21	A	
Block C - G+1 and Garden Elevation	HT-1413-P-22	A	
Block C - G+2 and Side Elevation	HT-1413-P-23	A	
Typical Block Sections	HT-1413-P-50	A	
Landscape General Arrangement	1065-10-001	G	
Plot 53 Landscape	GA 1065-10-003	C	
Plot 54 Landscape	GA 1065-10-004	C	
Tree Retention and Removal with proposed layout			1065-10-011 G
Sections A-AA and B-BB	1065-10-020	D	
Sections C-CC and D-DD	1065-10-021	D	
Sections E-EE and F-FF	1065-10-022	D	
Sections G-GG and H-HH	1065-10-023	D	
Planting Plan 1	1065-10-201	D	
Planting Plan 2	1065-10-202	D	
Tree Pit in Soft Under 20cm girth	1065-10-401	-	
Tree Pit in Soft over 20cm girth	1065-10-402	-	
Permeable Paving Blocks Setts	1065-10-404	-	
High Quality Concrete Slab Paving	1065-10-405	-	
Low Brick Planter	1065-10-407	-	
Brick Boundary Wall	1065-10-410	-	
Hardwood Timber Screens	1065-10-411	-	
Concrete Plinth Bench	1065-10-418	-	
Light Column Protector	1065-10-419	-	
Entrance Road Detail	1065-10-425	-	
Tree Protector - Knee rail	1065-10-426	-	

Reason:

For the avoidance of doubt and in the interests of proper planning and so as to ensure that the development is carried out fully in accordance with the application as assessed in accordance with policies CS1, CS4, CS5, DM01 and DM02 of the Barnet Local Plan and policy 1.1 of the London Plan.

- 2 Prior to commencement of development details of the proposed layout for cycle storage areas which demonstrates the accommodation of 73 cycle parking spaces within the proposed storage areas shall be submitted for approval in writing of the local planning authority.

Thereafter, the cycle parking and cycle storage areas shall be maintained in good working order and made available to residents at all times for the lifetime of the development unless otherwise agreed in writing by the local planning authority.

Reason:

In the interests of promoting cycling as a mode of transport, in accordance with London Borough of Barnet's Local Plan Policy CS9 of Core Strategy (Adopted) September 2012.

- 3 Notwithstanding the details shown on the plans otherwise approved the development shall not be occupied until details of the privacy screens to terraces and balconies and obscure glazed return balustrading to balconies are submitted to and approved in writing by the Local Planning Authority which specify the details of the privacy screens to terraces and balconies and obscure glazed return balustrading to balconies.

Before the blocks are occupied the development shall be implemented in full accordance with the approved details and the approved details shall be permanently retained thereafter.

Reason:

To safeguard the privacy and amenities of the future occupiers of the proposed residential dwellings.

- 4 Prior to commencement of the development details of dry riser or sprinklers associated with each of the blocks shall be submitted to and approved in writing by the Local Authority. The development shall then be implemented in line with the details approved.

Reason:

To ensure the safety of future residents in response to comments from London Fire Brigade

- 5 Notwithstanding the submitted plans, before the development hereby permitted commences samples of the materials to be used for the external surfaces of the building and hard surfaced areas shall be submitted to and agreed in writing by the Local Planning Authority including, though not limited to:
- (i) Sample glazing with window/door frame(s)
 - (ii) Balustrade and edge detail.
 - (iii) Roofing materials, including roof parapets and overhangs to flats.
 - (iv) Typical rainwater goods (section of gutter, downpipe etc)
 - (v) Sample areas of brickwork and mortar.
 - (vi) Areas of parking and paving

All works shall conform to those materials approved.

Reason: To safeguard the visual amenities of the building and surrounding area.

- 6 Notwithstanding the submitted plans, before the development hereby permitted is commenced the following construction details at 1:20 scale (except where otherwise indicated) shall be submitted to and agreed in writing by the Local Planning Authority:
- (i) Balcony doors to flats
 - (ii) Balcony balustrades
 - (iii) Gates and Railings
 - (iv) Main entranceways to flats and live/work units
 - (v) Roof parapets and overhangs to flats and houses

- (vi) Rainwater goods (gutters, down pipes etc) (1:100)
- (vii) All plant at roof level - including any Photovoltaics (1:50)
- (viii) Locations of all service intakes and meters (no meter boxes to be visible on front facades).

All works shall conform to those details approved.

Reason: To safeguard the visual amenities of the building and surrounding area.

- 7 Notwithstanding the submitted plans, prior to commencement of the development a report demonstrating compliance with the Revised Energy Strategy (submitted and approved against condition 35.6 of planning permission ref: F/04687/13, or any amended Revised Energy Strategy) shall be submitted to and approved in writing by the LPA.

The report shall include details of any Carbon reducing measures required, whether via CHP or alternative means, in order to achieve compliance with the Revised Energy Strategy.

Details shall clearly demonstrate any resulting visual impact and where necessary include necessary landscaping details resulting from the approach to compliance.

Any updates to the submitted plans from those listed in Condition 1 as a result of the report shall be submitted to and approved in writing by the LPA and the development shall be implemented in accordance with these approved details.

Reason:

To secure the maximum practicable reduction in carbon emissions and optimal use of renewable energy.

- 8 a) Soft and hard landscaping and biodiversity measures shall be undertaken in accordance with details in Chapters 3 and 4 of the Landscape Design Development Report (March 2014).
- b) The soft and hard landscaping and biodiversity measures shall be implemented before the end of the first planting and seeding season following occupation of any part of the buildings or completion of the development, whichever is sooner.
- c) Any existing tree shown to be retained or trees or shrubs to be planted as part of the approved landscaping scheme which are removed, die, become severely damaged or diseased within five years of the completion of development shall be replaced with trees or shrubs of appropriate size and species in the next planting season.
- d) Notwithstanding the submitted sections the height of the hedge replanted in areas identified as "Native Hedge Planting" on plan 1065-10-001 revision G shall be of two meters in height in accordance with the Planting Strategy under chapter 3.3 of the Landscape Design Development Report.

Reason: To ensure a satisfactory appearance to the development in accordance with Policies CS5 and CS7 of the Local Plan Core Strategy DPD (adopted September 2012), Policy C1 and C4 of the Chapter 12 saved UDP Policies the

Sustainable Design and Construction SPD (adopted April 2013) and 7.21 of the London Plan 2011.

- 9 No material operation relating to the construction of the residential units on Plots 53 and 54 shall commence until arrangements have been made to the written satisfaction of the Local Planning Authority for the provision of the Claremont Park Improvements and the Clitterhouse Playing Fields Improvements (Part 1) and submission against this condition must include a clear commitment to a timetable of delivery.

No residential units on the Brent Terrace triangles shall be occupied prior to the practical completion and provision of the Claremont Park Improvements and the Clitterhouse Playing Fields Improvements (Part 1) in accordance with the relevant Necessary Consents unless otherwise agreed in writing by the Local Planning Authority.

Reason: To ensure the loss of open space on the Brent Terrace triangles is mitigated in an appropriate timescale by proportionate improvements to open space.

- 10 The development approved by this Reserved Matters Approval shall not be occupied until a Section 278 highways agreement has been entered into with the highway authority for the carrying out of cosmetic improvements (ie lighting, resurfacing) to the existing footpath at the south eastern end of plot 54 leading to Clitterhouse Road. Details for such improvements are to be submitted to and approved in writing by the LPA prior to occupation

Reason:

To Improve security and ease of access for existing and proposed residents.

- 11 Prior to commencement of development details of the proposed Doorstep play area on Plot 54 shall be submitted to and approved in writing by the LPA. The development shall thereafter be implemented in accordance with these approved details.

Reason:

To ensure the satisfactory provision of play space in accordance with the Mayor's SPG.

- 12 Development shall be implemented in accordance with the Plots 53 and 54 Implementation Works Programme submitted in Appendix 5 of the Explanatory Report (March 2015). Revisions to the programme as a result of the approval of the Detailed Delivery Programme under Condition 5.1 or for any other minor revisions shall be submitted to and approved in writing by the LPA.

Reason: To ensure the satisfactory appearance and timely delivery of the development in accordance with Policies CS5 and CS7 of the Local Plan Core Strategy DPD (adopted September 2012), Policy C1 and C4 of the Chapter 12 saved UDP Policies the Sustainable Design and Construction SPD (adopted April 2013) and 7.21 of the London Plan 2011.

INFORMATIVE(S):

- 1 In accordance with paragraphs 186 and 187 of the NPPF, the Local Planning Authority (LPA) takes a positive and proactive approach to development proposals, focused on solutions. The LPA has produced planning policies and written guidance to assist applicants when submitting applications. These are all available on the Council's website. A pre-application advice service is also offered and the Applicant engaged with this prior to the submissions of this application. The LPA has negotiated with the applicant/agent where necessary during the application process to ensure that the proposed development is in accordance with the Development Plan and the Approved S73 Consent.
- 2 In accordance with Reg 3 (4) and Reg 8 (2) of the Town and Country Planning (Environmental Impact Assessment) Regulations 2011, it is considered that:

the submission of Reserved matters reveals , with regard to the subject matter of the application, that there are no additional or different likely significant environmental effects than is considered in the environmental information already before the Council (the Environmental Statement (ES) (BXC02) submitted with the Section 73 application (F/04687/13) and any further and/or other information previously submitted; and

the environmental information already before the Council (the ES submitted with the Section 73 application and any further and/or other information previously submitted) remains adequate to assess the environmental effects of the development.

Date of Decision: 9 June 2015



Joe Henry
Service Director - Development Management & Building Control

NOTE(S):

1. Your attention is drawn to the attached Schedule which sets out the rights of an applicant who is aggrieved by a decision of the Local Planning Authority.
2. This Notice relates solely to a planning decision and does not purport to convey any approval or consent which may be required under the Building Regulations or any other statutory purpose.

For more information about making a Building Regulations application, please contact the Barnet Council Building Control team by email

(building.control@barnet.gov.uk), telephone (0208 359 4500), or see our website at www.barnet.gov.uk/building-control

3. For information on Construction Site Guidelines for Householders and Developers, please visit <https://www.barnet.gov.uk/citizen-home/environmental-health/pollution/construction-information.html>
4. For details relating to Street naming and numbering, please visit <https://www.barnet.gov.uk/citizen-home/planning-conservation-and-building-control/building-control/street-naming-and-numbering.html>

APPEAL GUIDANCE:

Should you (an applicant or agent) feel aggrieved by the decision of the Council to either refuse permission or to grant permission subject to conditions, you can appeal to the Secretary of State for the Department of Communities and Local Government – Sections 78 and 195 of the Town and Country Planning Act 1990 / Sections 20 and 21 of the Planning (Listed Buildings and Conservation Areas) Act 1990. Any such appeal must be made within the relevant timescale for the application types noted below, beginning with the date of the decision notice (unless an extended period has been agreed in writing with the Council):

- Six months: Full (excluding householder and minor commercial applications), listed building (including Certificate of Lawfulness in relation to a listed building), Section 73 'variation/removal', Section 73 'minor material amendment', extension of time and prior approval applications.
- 12 weeks: Householder planning, householder prior approval and minor commercial applications.
- 8 weeks: Advertisement consent applications
- No timescale: Certificate of lawful development (existing/proposed) applications.

Where an enforcement notice has been issued, the appeal period may be significantly reduced, subject to the following criteria:

- Where the development proposed by your application is the same or substantially the same as development that is the subject of an enforcement notice served within the last two years you must appeal within 28 days of the date of the application decision
- Where an enforcement notice is served on or after the decision date on your application relating to the same or substantially the same land and development as in your application and if you want to appeal against the Council's decision you are advised to appeal against the Enforcement Notice and to do so before the Effective date stated on the Enforcement Notice.

Appeals must be made using the prescribed form(s) of The Planning Inspectorate (PINS) obtained from www.planning-inspectorate.gov.uk or by contacting 03034445000. A copy of any appeal should be sent both to PINS and the Council.

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 exceptional special circumstances. The Secretary of State can refuse to consider an appeal if the Council could not have granted planning permission for the proposed development or could not

have granted without the conditions it imposed, having regard to the statutory requirements and provision of the Development Order and to any direction given under the Order. In practice it is uncommon for the Secretary of State to refuse to consider appeals solely because the Council based its decision on a direction given by the Secretary of State.

PURCHASE NOTICES:

If either the Local Planning Authority or the First Secretary of State refuses permission to develop land or grants it subject to conditions, the owner may claim that he/she can neither put the land to a reasonably beneficial use in its existing state nor can he/she render that land capable of a reasonable beneficial use by carrying out of any development which has been or would be permitted. In these circumstances, the owner may serve a Purchase Notice on the District Council in whose area the land is situated. This notice will require the Council to purchase his interest in the land in accordance with the provisions of Part VI of the Town and Country Planning Act 1990.

Assistant Director of Planning and Development Management
Building 2, North London Business Park
Oakleigh Road South, London, N11 1NP
Contact Number: 020 8359 3000

Philip Murphy,
Quod,
Ingeni Building,
17 Broadwick Street
London,
W1F 0AX

Application No: **F/04687/13**
Registered Date: **11 October 2013**

TOWN AND COUNTRY PLANNING ACT 1990

GRANT OF PLANNING PERMISSION

TAKE NOTICE that the Barnet London Borough Council, in exercise of its powers as Local Planning Authority under the above Act, hereby:

GRANTS PLANNING PERMISSION for: -

PROPOSAL: Section 73 Planning application to develop land without complying with the conditions attached to Planning Permission Ref C/17559/08, granted on 28 October 2010 ("the 2010 Permission"), for development as described below:
**Comprehensive mixed use redevelopment of the Brent Cross Cricklewood Regeneration Area comprising residential uses (Use Class C2, C3 and student/special needs/sheltered housing), a full range of town centre uses including Use Classes A1 - A5, offices, industrial and other business uses within Use Classes B1 - B8, leisure uses, rail based freight facilities, waste handling facility and treatment technology, petrol filling station, hotel and conference facilities, community, health and education facilities, private hospital, open space and public realm, landscaping and recreation facilities, new rail and bus stations, vehicular and pedestrian bridges, underground and multi-storey parking, works to the River Brent and Clitterhouse Stream and associated infrastructure, demolition and alterations of existing building structures, CHP/CCHP, relocated electricity substation, free standing or building mounted wind turbines, alterations to existing railway including Cricklewood railway track and station and Brent Cross London Underground station, creation of new strategic accesses and internal road layout, at grade or underground conveyor from waste handling facility to CHP/CCHP, infrastructure and associated facilities together with any required temporary works or structures and associated utilities/services required by the Development (Outline Application).
The application is accompanied by an Environmental Statement.**

At:- Brent Cross Cricklewood Regeneration Area, North West London
as referred to in your application and shown on the accompanying plans:
Subject to the following conditions: -

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PART A - SITE WIDE PRE-COMMENCEMENT CONDITIONS

1. Commencement & Reserved Matters

1.1. Phase 1 of the development:

1.1.1. A. shall in relation to Phase 1A (North) begin no later than **7 years** from 28 October 2010 or 2 years from the date of the final approval of the later of:

- i) the last Reserved Matters Application for Phase 1A (North) pursuant to Condition 1.2.1a; or
- ii) the last Pre Commencement other Matters Application for Phase 1A (North);

B. shall in relation to Phase 1A (South) begin no later than **7 years** from 28 October 2010 or 2 years from the date of the final approval of the later of:

- i) the last Reserved Matters Application for Phase 1A (South) pursuant to Condition 1.2.1b; or
- ii) the last Pre Commencement other Matters Application for Phase 1A (South);

1.1.2. A. shall in relation to Phase 1B (North) begin no later than 9 years from the 28 October 2010 or 2 years from the date of the final approval of the later of:

- i) the last Reserved Matters Application for Phase 1B (North) pursuant to Condition 1.2.2a;
- ii) the last Pre Commencement Other Matters Application for Phase 1B (North)

B. shall in relation to Phase 1B (South) begin no later than 9 years from 28 October 2010 or 2 years from the date of the final approval of the later of:

- i) the last Reserved Matters Application for Phase 1B (South) pursuant to Condition 1.2.2b

- ii) the last Pre Commencement Other Matters Application for Phase 1B (South)

Reason: To comply with the provisions of Section 92 of the Town & Country Planning Act 1990 (as amended)

1.2. All Reserved Matters Applications in respect of Phase 1 shall:

1.2.1. A in respect of Phase 1A (North) be duly submitted to the LPA for approval before the expiration of **5 years** from 28 October 2010;

B. in respect of Phase 1A (South) be duly submitted to the LPA for approval before the expiration of **5 years** from 28 October 2010;

1.2.2. A. in respect of Phase 1B (North) shall be duly submitted to the LPA for approval before the expiration of **7 years** from the 28th October 2010

B. in respect of Phase 1B (South) shall be duly submitted to the LPA for approval before the expiration of **7 years** from the 28th October 2010.

Reason: To comply with the provisions of Section 92 of the Town & Country Planning Act 1990 (as amended) and the timescale of the development and to allow for the progressive process of approvals to enable the Development and the regeneration of the area in accordance with relevant planning policies to begin as soon as reasonably practicable and within a realistic timetable.

1.3. All Reserved Matters Applications shall be submitted in respect of all Plot Development on the Plots and/or those parts of the Development referred to below shall be duly submitted to the LPA no later than the expiration of the maximum periods specified below in respect of such Plots or parts of the Development:

(i) All Phase 1C Plots eight years from 28 October 2010

(ii) All Phase 2 (South) Plots and Bridge Structures in Phase 2 (South)- ten years from 28 October 2010

(ia) All Phase 2 (North) Plots and Bridge Structures in Phase 2 (North) – twelve years from the 28 October 2010

(iii) All Phase 3 Plots and Bridge Structures in Phase 3 - twelve years from the 28 October 2010

- (iv) All Phase 4 Plots and Bridge Structures in Phase 4
- eleven years from the 28 October 2010
- (v) All Phase 5 Plots and Bridge Structures in Phase 5
- nineteen years from the 28 October 2010
- (vi) All Phase 6 Plots and Bridge Structures in Phase 6–
twenty years from the 28 October 2010
- (vii) All Phase 7 Plots and Bridge Structures in Phase 7
- twenty-one years from the 28 October 2010.

Reason: To comply with the provisions of Section 92 of the Town & Country Planning Act 1990 (as amended) and to allow for the progressive process of approvals to enable the Development and the regeneration of the area in accordance with relevant planning policies to begin as soon as reasonably practicable and within a realistic timetable for the timescale of the development.

1.4. The Development in any Phase of the Development (other than Phase 1A and Phase 1B) shall (subject to the Development of Phase 1A (North) already having begun) be begun no later than **2 years** from the date of the final Reserved Matters Approval or Pre Commencement Other Matters Approval for that Phase of development (including for the avoidance of doubt Phase 1C).

Reason: To comply with the provisions of Section 92 of the Town & Country Planning Act 1990 (as amended) and the timescale of the development to allow for the progressive implementation of the Development and the regeneration of the area in accordance with relevant planning policies within a realistic and reasonable timetable.

1.5. No part of the following parts of the Development shall begin unless and until:

- 1.5.1. A in respect of Phase 1A (North) the Developer shall have:
 - i) obtained all pre-commencement Reserved Matters Approvals and/or pre-commencement Other Matters Approvals required under this Permission relating to the parts of the Development comprised in Phase 1A (North); and
 - ii) (Save where otherwise specifically provided in Paragraph 2.1.10 to 2.1.12 of Schedule 2 to the S106 Agreement) shall have obtained or completed all Phase 1A (North) Necessary Consents relating to the Critical Infrastructure (Pre-Phase) comprised in

Phase 1A (North) to enable the construction of the Critical Infrastructure (Pre-Phase) within Phase 1A (North) to be delivered in accordance with the Indicative Construction Programme and the Primary Development Delivery Programme.

- B. in respect of Phase 1A (South) the Developer shall have:
- i) obtained all pre-commencement Reserved Matters Approvals and/or pre-commencement Other Matters Approvals required under this Permission relating to the parts of the Development comprised in Phase 1A (South); and
 - ii) shall have obtained or completed all Phase 1A (South) Necessary Consents relating to the Critical Infrastructure (Pre-Phase) comprised in Phase 1A (South) to enable the construction of the Critical Infrastructure (Pre-Phase) within Phase 1A (South) to be delivered in accordance with the Indicative Construction Programme and the Primary Development Delivery Programme;

1.5.2. A. in respect of Phase 1B (North):

- i) Phase 1A (North) shall have begun and
- ii) the Developer shall have:
 - a. obtained all pre-commencement Reserved Matters Approvals and/or pre-commencement Other Matters Approvals required under this Permission relating to the parts of the Development comprised in Phase 1B (North)
 - b. Obtained or completed all Phase 1B (North) Necessary Consents relating to the Critical Infrastructure (Pre-Phase) comprised in Phase 1B (North) to enable the construction of the Critical Infrastructure (Pre-Phase) within Phase 1B (North) to be delivered in accordance with the Indicative Construction Programme and the Primary Development Delivery Programme.

B. in respect of Phase 1B (South):

- i) Phase 1A (North) shall have begun and
- ii) the Developer shall have:

- a. obtained all pre-commencement Reserved Matters Approvals and/or Other Matters Approvals required under this Permission relating to the parts of the Development comprised in Phase 1B (South); and
- b. obtained or completed all Phase 1B (South) Necessary Consents relating to the Critical Infrastructure (Pre-Phase) comprised in Phase 1B (South) to enable the construction of the Critical Infrastructure (Pre-Phase) within Phase 1B (South) to be delivered in accordance with the Indicative Construction Programme and the Primary Development Delivery Programme and subject (in the case of Plot 59 only) to compliance with Conditions 35.3, 35.4 and 35.5.

1.5.3. In respect of Phase 1C:

- i) Phase 1A (North), Phase 1A (South), Phase 1B (North) and Phase 1B (South) shall have begun and
- ii) the Developer shall have:
 - a. obtained all pre-commencement Reserved Matters Approvals and/or Other Matters Approvals required under this Permission relating to the parts of the Development comprised in Phase 1C; and
 - b. Obtained or completed all Phase 1C Necessary Consents relating to the Critical Infrastructure (Pre-Phase) comprised in Phase 1C to enable the construction of the Critical Infrastructure (Pre-Phase) within Phase 1C to be delivered in accordance with the Indicative Construction Programme and the Primary Development Delivery Programme.

1.5.4. For the avoidance of doubt, nothing in this Condition 1.5 shall be deemed to diminish curtail or restrict the application of Condition 13.1 of this Permission in respect of the Commencement of Phase 1 or any Phase or Sub-Phase thereof.

Reason: To ensure the delivery in Phase 1 of comprehensive development on both sides of the A406 in accordance with Saved UDP Policy C6 and the assumptions in the EIA Process .

1.6. The Development shall not begin in any Phase or Sub-Phase other than Phase 1 unless and until (1) Phase 1A (North) shall have begun and (2) the Developer shall have:

- i) obtained all pre-commencement Reserved Matters Approvals and pre-commencement Other Matters Approvals necessary under this Permission relevant to that Phase or Sub-Phase and;
- ii) obtained or completed all Necessary Consents relating to the Critical Infrastructure (Pre-Phase) in that Phase or Sub-Phase to enable the construction of the Critical Infrastructure (Pre-Phase) within that Phase or Sub-Phase to be delivered in accordance with the Indicative Construction Programme and the Detailed Delivery (Non-PDP) Programme.

Reason: To ensure comprehensive development on both sides of the A406 in accordance with Saved UDP Policy C6 which will be facilitated by delivery of Phase 1A.

1.7. The Critical Infrastructure (Non Pre-Phase) within any Phase or Sub-Phase that has begun in accordance with this Permission shall not begin unless and until the Developer shall have obtained all pre-commencement Reserved Matters Approvals and/or Other Matters Approvals necessary under this Permission relevant to that Critical Infrastructure (Non Pre-Phase) and obtained or completed all Necessary Consents relating to the relevant Critical Infrastructure (Non Pre-Phase) to enable the construction of that Critical Infrastructure (Non Pre-Phase) in accordance with the Indicative Construction Programme and/or the Primary Detailed Delivery Programme and/or the Detailed Delivery (Non-PDP) Programme.

Reason: To ensure comprehensive development on both sides of the A406 in accordance with Saved UDP Policy C6 and the relevant Phase Details.

1.8. Not to begin any part of the Development in any Phase or Sub-Phase unless and until full details and designs of the Temporary Works, Remediation Works and Site Engineering and Preparation Works, and all Critical Infrastructure (Pre-Phase) within that Phase or Sub-Phase shall have been submitted to and approved by the LPA. Such works shall be carried out in accordance with the Details so approved.

1.8A Not to begin or carry out any minor temporary works permitted under this Permission (such as temporary landscaping, and the erection of temporary fences and hoardings and associated works) on any part of the Site unless and until the details of such works on

that part of the Site shall have been submitted to and approved by the LPA. Such works shall be carried out in accordance with the details so approved.

Reason - To ensure appropriate remediation and infrastructure works are complete prior to the construction of the scheme is begun.

1.9. Not to submit any Reserved Matters Application for any Phase or Sub Phase of the Development unless and until the LPA shall have received and approved the CCC Feasibility Study for that phase or sub phase (which shall consider the Preferred Site or Sites) in respect of constructing and providing the Construction Consolidation Centre or Centres as part of the Development.

Reason – To ensure that the feasibility of providing a Construction Consolidation Centre or Centres has been thoroughly assessed from the outset of the Development and to ensure that construction transport impacts are minimised.

1.10. No part of the Development in any Phase or Sub-Phase (including Phase 1) shall begin unless and until the Developer shall have submitted and obtained approval of a Residential Relocation Strategy which shall set out appropriate arrangements (following detailed consultations with the residents themselves and with the Council's social services and housing teams) for the satisfactory relocation of residents in the Whitefield Estate and the sheltered housing units in the Rosa Freedman Centre to the Replacement Whitefield Estate Units (including replacement units to replace the sheltered housing units in the Rosa Freedman Centre) in accordance with the parameters and principles contained in paragraphs 2.91 to 2.93 in the DSF and the relevant planning obligations contained in paragraph 1 of Schedule 2 and principles contained in Schedule 24 to the S106 Agreement.

Reason: to ensure the satisfactory relocation of the residents and that the Development is carried out in accordance with the relevant parameters and principles of the Revised Development Specification and Framework (DSF) and to ensure that the details accord with the assessment and conclusions of the Revised Environmental Statement and the EIA Process.

1.11. No demolition of existing housing to be replaced under Condition 1.10 shall take place until the relevant Replacement Whitefield Estate Units (including replacement units to replace the sheltered housing units in the Rosa Freedman Centre) for those existing housing units to be demolished have been Delivered in accordance with the Residential Relocation Strategy in accordance with paragraph 2.93 in the DSF.

Reason: to ensure the satisfactory relocation of the Whitefield Estate residents and that the Development is carried out in accordance with the relevant parameters and principles of the DSF and to ensure that the details accord with the assessment and conclusions of the Environmental Statement and the EIA Process.

1.12. No part of the Development in any Phase or Sub Phase (excluding Phase 1A) shall begin unless and until the Developer shall have submitted to and obtained approval from the LPA (following appropriate consultations with the Council's housing team and the GLA) of the proposed amount and mix of relevant residential development within the Phase or Sub-Phase and the proposed Affordable Housing Scheme which will be reviewed as part of the Affordable Housing Viability Testing Report to be submitted under Condition 1.13 and shall thereafter be implemented within the relevant Phase or Sub-Phase as approved so as to ensure that wherever residential dwellings are constructed within a Phase or Sub-Phase the requisite number and mix of Affordable Housing Units are provided in accordance with said Affordable Housing Scheme and in accordance with Schedule 2A to the S106 Agreement). Variations to the Affordable Housing Scheme may be submitted to the LPA for approval under this Condition (supported if necessary by an appropriate revised Affordable Housing Viability Testing Report) prior to the beginning of the Northern Development or the Southern Development in the relevant Phase or Sub-Phase to the extent that such approval is in accordance with the relevant parameters and principles approved by this Permission and the detailed provisions contained in Schedule 2A to the S106 Agreement.

Reason: to ensure that the Development is carried out in accordance with relevant development plan policies and the relevant parameters and principles of the DSF and to ensure that the details accord with the assessment and conclusions of the Environmental Statement and the EIA Process.

1.13. Not to submit the first Reserved Matters Application for any Phase or Sub-Phase of the Development (save and except Phase 1A) without first submitting and obtaining the LPA's approval (following detailed consultations with the LPA and the GLA) to an Affordable Housing Viability Testing Report. For Phase 1B (North) or Phases 1B (South) and Phase 1C (as the case may be) this will set out the percentage of residential units, over and above the Replacement Whitefield Estate Units, which will be provided by the Developers as Affordable Housing in accordance with Schedule 2A to the S106 Agreement together with any other matters that are required to be approved in accordance with that Schedule). For the remainder of the other Phases or Sub-Phases the Affordable Housing Viability Testing Report will set out the maximum reasonable level of affordable housing which will be provided by the Developers in accordance with paragraphs 2 and 3 respectively of Schedule 2A to the S106 Agreement) together with any other matters that are prior to the beginning of the Development in the Northern Development or Southern Development (as the case may be) in the Phase or Sub-Phase, any subsequent variations to an Affordable Housing Viability Testing Report may be submitted to the LPA for approval under this Condition.

Reason: to ensure that the Development is carried out in accordance with relevant development plan policies and the relevant parameters and principles of the DSF and to ensure that the details accord with the assessment and conclusions of the Environmental Statement and the EIA Process.

1.14. The principles and parameters for the Private Housing Mix, the Affordable Housing Mix, the Illustrative Residential Densities, Lifetime Homes requirements and Wheelchair Accessible housing shall be as identified and referred to in paragraphs 2.23, 2.25, 2.28 of the DSF (or such revised or amended document as may have been approved in accordance with Condition 2.4) and paragraphs 1, 2 and 3 of Schedule 2A to the S106 Agreement) respectively.

Reason: to ensure that the Development is carried out in accordance with relevant development plan policies and the relevant parameters and principles of the DSF and to ensure that the details accord with the assessment and conclusions of the Environmental Statement and the EIA Process.

1.15. Not to begin any Plot Development or the Construction of any Building or Bridge Structure included in the Development unless and until all relevant Reserved Matters Approvals and relevant pre-commencement Other Matters Approvals for such Plot Development or Building or Bridge Structure shall have been granted by the LPA within the relevant timescales set out in Conditions 1.2 and/or 1.3 as appropriate;

Reason: To ensure that high standards of urban design, landscaping and environmental mitigation are achieved and to comply with the provisions of Section 92 of the Town & Country Planning Act 1990 (as amended) and the timescale of the development.

1.16. All Reserved Matters Applications and Reserved Matters Approvals and all Other Matters Applications and Other Matters Approvals required by the Conditions contained in this Permission shall be in accordance with the parameters and principles described mentioned or referred to in the DSF (including all of the Parameter Plans) and the principles described mentioned or referred to in the Design and Access Statement and Design Guidelines (or such revised or amended documents as may have been approved in accordance with Conditions 2.4 and 2.5) .

Reason: To comply with the EIA Directive and to ensure that high standards of urban design, landscaping and environmental mitigation are achieved and that a proper record is kept.

1.17. Not to submit the first Reserved Matters Application for any Phase or Sub-Phase or Any Other Matters Application, which relate to the layout of the relevant Phase or Sub Phase of the Development or the other matters referred to in paragraph 6.9 of the DSF, without submitting to the LPA (either before or at the same time as submitting such application) an Illustrative Reconciliation Plan showing how the proposed detailed layout of the primary and secondary roads, pedestrian and cycle routes (as defined as Main Connections on Parameter Plan 003), and the detailed layout of principal open spaces and other Critical Infrastructure (Pre-Phase) within the Phase or Sub-Phase are consistent with the parameters and principles for the layout of the wider Phase or Sub Phase and Development Zone and where relevant to the Phase or Sub Phase to demonstrate that the proposed distribution of Green and Brown Roofs will satisfy the site-wide 10% requirement in accordance with the Reconciliation Mechanism described in Section 6 of the DSF (and such Illustrative Reconciliation Plan shall be consistent with and

supplemented by the information to be submitted in accordance with Condition 2.1).

Reason: To ensure that the LPA has clarity on the layout of key structural components within any phase (or part of) or zone, prior to considering any detailed building applications and to be consistent with the Reconciliation Mechanism described in Section 6 of the DSF.

1.18. Not to submit the first Reserved Matters Application for any Phase or Sub-Phase prior to the establishment of the Consultative Access Forum in consultation with the LPA and the GLA.

Reason: To ensure principles of inclusive access are incorporated into the detailed design of all development within the scheme on the basis of a proper and detailed consultative process.

1.19. Not to submit the first Reserved Matters Application for any Phase or Sub-Phase prior to the establishment of the Brent Cross Energy Panel in consultation with the LPA and the GLA.

Reason: To ensure principles of sustainable energy are incorporated into the detailed design of all aspects of the Development on the basis of a proper and detailed consultative process.

1.20. Not to submit the first Reserved Matters Application for any Phase or Sub-Phase of the Development without first submitting for the LPA's approval to the Area Wide Walking and Cycling Study and thereafter all relevant Reserved Matters Applications shall include details to ensure that the walking and cycling routes and facilities are provided and integrated with the walking and cycling network within and around the Site and around the relevant Phase or Sub-Phase in accordance with the approved Walking and Cycling Study and the Pedestrian and Cycle Strategy.

Reason: To ensure that the Development (and each and every Phase or Sub-Phase of it) is fully accessible by walkers and cyclists and that it is fully integrated with the surrounding pedestrian and cycle network in the interests of encouraging sustainable non-car modes of transport.

1.21. Not to submit the first Reserved Matters Application for any Phase or Sub-Phase of the Development without first submitting for the LPA's approval the Framework Servicing and Delivery Strategy which shall set out (in accordance with the parameters and principles set out in Schedule 26 of the S106 Agreement as abstracted from paragraph 5.3.8 of Volume 1 of the Transport Report) the Developers' proposed approach to servicing and deliveries to the

Development to ensure that routes and facilities are provided and integrated with the railway and the highways and roads network around the Site and around the relevant Phase or Sub-Phase. The Framework Servicing and Delivery Strategy shall be reviewed in consultation with the Transport Strategy Group and submitted to the LPA for approval and approved every five years or such longer intervals as may be approved by the Council on the application of the Developers in consultation with the Transport Strategy Group. The Developers and the occupiers and operators of Plot Development shall in carrying out operating and using the Development in each Phase or Sub-Phase comply in accordance with Condition 38(7) with the Framework Servicing and Delivery Strategy as approved in accordance with this Condition from time to time.

Reason: To ensure that the Development (and each and every Phase or Sub-Phase of it) is provided with the infrastructure necessary to ensure that servicing and deliveries to the Development can be achieved as far as reasonably practicable (and in accordance with the principles described in the Transport Assessment) by sustainable transport methods in the interests of avoiding unnecessary transport emissions and congestion.

1.22. Not to submit the first Reserved Matters Application for any Phase or Sub-Phase (further to Condition 1.21) of the Development without first submitting for the LPA's approval to the Servicing and Delivery Strategy for that Phase or Sub-Phase and thereafter all relevant Reserved Matters Applications shall include details to ensure that routes and facilities are provided and integrated with the railway and the highways and roads network around the Site and around the relevant Phase or Sub-Phase in accordance with the approved Servicing and Delivery Strategy. The Developers and the occupiers and operators of Plot Development shall in carrying out operating and using the Development in each Phase or Sub-Phase comply with the Servicing and Delivery Strategy as approved in accordance with this Condition from time to time.

Reason: To ensure that the Development (and each and every Phase or Sub-Phase of it) is provided with the infrastructure necessary to ensure that servicing and deliveries to the Development can be achieved as far as reasonably practicable (and in accordance with the principles described in the Transport Assessment) by sustainable transport methods in the interests of avoiding unnecessary transport emissions and congestion.

1.23. Not to submit the first Reserved Matters Application for any Phase or Sub-Phase prior to the preparation of a Brent Cross Cricklewood Regeneration Public Consultation Strategy including the provision for planning and development forums to be agreed by the LPA in writing and thereafter implemented.

Reason – to ensure that as far as reasonable possible the interests of the community are fully considered in the detailed design and delivery of the Development.

1.24. Not to submit the first Reserved Matters Application for any Phase or Sub-Phase of the Development without first submitting for the LPA's approval to the VWCS Feasibility Study. If and to the extent that the VWCS Feasibility Study concludes that it is feasible to incorporate the Vacuum Waste Collection System into the Development or any Phase of the Development then Details of the infrastructure for the Vacuum Waste Collection System shall be included in the submission of Details for the relevant Critical Infrastructure and relevant Plot Development for the relevant Phases and Plots in respect of which the VWCS Feasibility Study concluded that it was feasible to provide the Vacuum Waste Collection System. The Development shall thereafter be carried out in accordance with such approved details.

Reason: To ensure that the Vacuum Waste Collection System is incorporated into all Phases of the Development if and to the extent that it is found to be reasonably practicable to do so in accordance with parameters and principles contained in the DSF.

1.25. Not to submit the first Reserved Matters Application for any Phase of the Development without first submitting for the LPA's approval to the BXC Mobility Feasibility Study and Strategy.

Reason: To ensure that the Development is designed, delivered and managed to a high standard of inclusive access and that it reflects such high standards as they evolve during the construction phase of the Development.

1.26. Not to submit the first Reserved Matters Application for any Phase of the Development without first submitting for the LPA's approval the Inclusive Access Strategy and the Wayfinding Strategy which shall be prepared in consultation with the Consultative Access Forum (and which shall be informed by the BXC Mobility Feasibility Study and Strategy and the Area Wide Walking and Cycling Study) and shall be reviewed in consultation with the Consultative Access Forum

and submitted to the LPA for approval and approved every five years or such longer intervals as may be approved by the Council on the application of the Developers in consultation with the Consultative Access Forum. The Reserved Matters Applications and the Estate Management Framework shall ensure that the Development is designed delivered and managed in accordance with the Inclusive Access Strategy and the Wayfinding Strategy.

Reason: To ensure that the Development is designed, delivered and managed to a high standard of inclusive access and legibility of routes and that it reflects such high standards as they evolve during the construction phase of the Development.

1.27. Not to begin the Development in any Phase or Sub Phase unless and until it shall have obtained the approvals required in accordance with Condition 44.10 for such Phase or Sub-Phase and the details of any on and/or off site foul and surface drainage works for that Phase or Sub-Phase including the details of the Sustainable Urban Drainage Scheme in accordance with Condition 44.5 and the parameters and principles set out in paragraphs 2.74 to 2.77 of the DSF (and with the Drainage Strategy (BXC15) submitted with the planning application), have been submitted to the LPA for approval in consultation with Thames Water. No discharge of foul or surface water from the Development shall be accepted into the public system unless and until the drainage works referred to in the approved statement for the relevant phase shall have been completed. The scheme shall subsequently be implemented in accordance with the approved details and the agreed timing / phasing arrangements embodied within the scheme.¹

Reason: To ensure that sufficient capacity is made available to cope with the new development and to avoid adverse environmental impact upon the community. To prevent the increased risk of flooding, to improve and protect water quality, improve habitat and amenity, and ensure future maintenance of the surface water drainage system.

1.28. Not to begin the Development on Plot 28 in Phase 1 (South) unless and until the whole of the site of the Existing Foodstore and the Existing PFS shall have been bound to the planning obligations contained in paragraph 21 of Schedule 2 to the S106 Agreement in accordance with Clause 6 of that Agreement.

Reason: To ensure that the amount of retail floorspace within the development is within the limits assessed in the documents supporting the application (including the Retail Report) and relevant planning policy.

1.29. The works to the Gateway Junctions shall be undertaken in accordance with the approved highway plans listed below:

P/D111870/H/100/1007 Rev C;
P/D111870/H/100/1023 Rev C;
P/D111870/H/100/1004 Rev D;
P/D111870/H/100/1005 Rev E;
P/D111870/H/100/1006 Rev G;
P/D111870/H/110/1005 Rev A;
P/D111870/H/100/1010 Rev E;
P/D111870/H/100/1018 Rev C;
P/D111870/H/100/1019 Rev E;
P/D111870/H/100/1022 Rev C;

¹ The Environment Agency has requested this condition.

P/D111870/H/100/1025 Rev C;
P/D111870/H/100/1017 Rev E;
P/D111870/H/100/1024 Rev D;
P/D111870/H/100/1011 Rev F;
P/D111870/H/100/1012 Rev F;
P/D111870/H/100/1013 Rev F;
P/D111870/H/100/1029 Rev B;
P/D111870/H/110/1012 Rev B;
P/D111870/H/110/1013 Rev B.

Subject to any amendments to those drawings required in accordance with Condition 1.20 or Condition 2.7.

Reason: The Gateway Junctions have been submitted for detailed approval and are not reserved matters.

1.30. Terms used in these Conditions shall be construed in accordance with the definitions contained in the Glossary to this Permission.

Reason: To ensure that an accurate and consistent interpretation is applied in the application and enforcement of these Conditions and the corresponding provisions in the S106 Agreement.

1.31. Where in these conditions any document strategy plan or other document or information is required to be submitted prior to any Reserved Matters Application or Other Matters Application required under this Permission, the grant of the relevant Reserved Matters Approval(s) or Other Matters Approval(s) shall be subject to the LPAs prior or simultaneous approval or confirmation (as the case may require) of the relevant document strategy plan or other document or information.

Reason: To ensure that an accurate and consistent interpretation is applied in the application and enforcement of these Conditions and the corresponding provisions in the S106 Agreement.

1.32. The development hereby permitted shall be carried out in accordance with the approved plans contained in the Annex to this document subject to the conditions contained in this permission.

Reason: For the avoidance of doubt and in the interests of proper planning and so as to ensure that the development is carried out fully in accordance with the plans as assessed in accordance with policies DM01 of the Adopted Barnet Development Management Policies DPD (2012) and CS NPPF and CS1 of the Adopted Barnet Core Strategy DPD (2012).

2. Reserved Matters Applications and Other Matters Applications– Reconciliation Mechanism

2.1. No Reserved Matters Application or Other Matters Application shall be submitted in relation to any Phase or Sub-Phase or Plot of the Development unless it is accompanied by the documents listed below insofar as they may be relevant or are reasonably required by the LPA in considering such application and shall be approved by the LPA as part of the Reserved Matters Approval or Other Matters Approval in accordance with the Reconciliation Mechanism described in Section 6 of the DSF, unless and to the extent that the LPA considers and confirms in writing that such submission of any of such documents is not necessary. The documents which this Condition requires are:

- a) Explanatory Report
 - (i) a statement or screening report to demonstrate that the Reserved Matters Application or Other Matters Application is in accordance with Condition 1.16;
 - (ii) a statement to demonstrate that the Reserved Matters Applications or Other Matters Application has covered all matters identified in Condition 2.1 as described at paragraphs 6.2, 6.15 and 6.16 of the DSF.
- b) Land Uses
 - (i) a statement setting out the proposed land uses and mix of uses in accordance with paragraphs 2.19, 6.26 and Appendix 5 of the DSF and Condition 1.16;
 - (ii) a statement setting out the affordable housing proposals in accordance with Conditions 1.12 and 1.13 and Schedule 2A to the S106 Agreement).
- c) Layout
 - (i) a report detailing how the appropriate internal noise standards, as set out in Condition 29.1 will be achieved;
 - (ii) an updated Illustrative Reconciliation Plan which shows the layout of the proposed Building or

Buildings and any relevant roads and service areas or associated elements of the Plot Development to which the Reserved Matters Application relates within the context of the previously approved Critical Infrastructure and any other previously approved elements (including the relevant parameters and principles approved under this Permission) in respect of the Development within that Phase, Sub-Phase and Zone and any adjoining Phases, Sub-Phases and Zones.

- d) Scale and design standards
 - (i) a statement and such accompanying design material as is necessary to demonstrate that the scale of the Reserved Matters Application accords with relevant thresholds principles and parameters described in the DSF, in particular Appendix 10, and the Revised Design and Access Statement and Design Guidelines;
 - (ii) a statement to demonstrate that the design standards for the proposed housing and affordable housing accords with Conditions 1.14, 36.5 and 36.6 and Schedule 2A to the S106 Agreement.
- e) Access
 - (i) a statement and such other material as is necessary to demonstrate that such Reserved Matters Application or Other Matters Application accords with the relevant principles and parameters described in the Development Specification & Framework and the Design & Access Statement and reflects the vision and mechanisms set out in the approved Inclusive Access Strategy;
 - (ii) a statement to demonstrate that any car parking to be provided under the Reserved Matters Application or Other Matters Application conforms to the relevant Phase Car Parking Strategy and the Phase Parking Standards approved under Condition 11.2 and the standards set out in Condition 38.2 (as reviewed in the relevant Transport Reports, if

and to the extent that it may be appropriate under Condition 37 in accordance with the relevant Transport Reports), and/or, in the case of residential buildings, will meet the overall reducing targets for car parking provision set out in Condition 38.2 (and any adjustments to those standards contained in that Condition as required in accordance with the relevant Phase Transport Report and/or Reserved Matters Transport Report under Condition 37);

- (iii) an Individual Travel Plan, where appropriate, for approval in accordance with the Framework Travel Plan (as updated from time to time in accordance with Condition 2.6);
- (iv) Details of electric vehicle charging points in accordance with Condition 39.7;
- (v) Details of the relevant bus priority measures to be included within the detailed design of the roads to be modified or constructed within the relevant Phase Sub-Phase or Plot Development in accordance with the parameters and principles shown in Plan 6 which is referred to in paragraph 3.3 of Schedule 3 to (and appended at Schedule 8 to) the S106 Agreement;
- (vi) A statement confirming finished floor levels and threshold levels into car parks in accordance with Condition 45.2.

f) Materials

- (i) (For Reserved Matters Applications for the approval of appearance or matters of detailed design where details and samples of materials may be a relevant consideration):
 - (i) full details (including samples, where appropriate) of the materials to be used on all external surfaces (which for the avoidance of doubt shall also include hard landscaping) shall be submitted to and approved by the LPA prior to their installation;

- (ii) a statement shall be submitted to and approved by the LPA, which demonstrates compliance with the relevant parameters and principles in relation to the selection of new construction materials, as set out in the Development Specification & Framework (Appendix 8).

g) Landscaping

- (i) (For Reserved Matters Applications for the approval of appearance or matters of detailed design where Landscaping may be a relevant consideration):

- (i) Details of Proposed Landscaping Works;
- (ii) a statement and such other material as is necessary to demonstrate that such Reserved Matters Application accords with the relevant parameters and principles in the DSF, as well as the relevant design principles described in the Design and Access Statement and the Design Guidelines;
- (iii) a summary of tree details as specified in Condition 27.1 and 27.2;
- (iv) Specification for surface changes (both temporary and permanent works);
- (v) Post construction landscaping near trees;
- (vi) Tree planting (storage of trees, site preparation, details of planting pits);
- (vii) details of proposed green or brown roofs, where appropriate and if necessary an update of the Illustrative Reconciliation Plan described in c (ii) above to show the updated anticipated distribution of green and brown roofs within that phase, or Sub-Phase,

required to satisfy the site wide 10% minimum requirement distributed across the site .

- h) Sustainability
- (i) Sustainability/energy statement and such other material as is necessary to demonstrate that such Reserved Matters Application or Other Matters Application accords with the relevant principles and carbon saving targets identified in Condition 35.1, and 35.2; .
 - (ii) a statement to demonstrate the feasibility of linking into the site wide CHP network and the District Heating Network as detailed in Condition 35.3;
 - (iii) details for linking the relevant Phase, Sub-Phase, Plot or Plots into the Vacuum Waste Collection System (where appropriate) if that system is found to be reasonably practicable in the VWCS Feasibility Study as approved in accordance with Condition 1.24;
 - (iv) Compliance with the Energy Strategy or (if appropriate) the Revised Energy Strategy approved under Condition 35.6.

Reason: to ensure that the Development is carried out sustainably and to a high environmental quality standard in accordance with the relevant parameters and principles of the Revised Development Specification and Framework (including the Parameter Plans and the Reconciliation Mechanism), Revised Design and Access Statement and Design Guidelines which accompanied the Planning Application and to ensure that the details accord with the assessment and conclusions of the Revised Environmental Statement and the EIA Process.

2.2. Not to submit the first Reserved Matters Application for any Phase of the Development without first submitting for the LPA's approval the Clitterhouse Mobility Scheme (unless and to the extent that it may have been included in the Inclusive Access Strategy) which shall be prepared in consultation with the Consultative Access Forum and which shall be reviewed in consultation with the Consultative Access Forum and submitted to the LPA for approval and approved every three years or such longer intervals as may be approved by the

Council on the application of the Developers in consultation with the Consultative Access Forum. The strategy should include design standards for Accessible Wayfinding Information and Interpretation and (insofar as reasonably practicable) the details of the Clitterhouse Playing Fields Mobility Scheme which should investigate the feasibility of linking into the shopmobility works required under Condition 21.23. The Reserved Matters Applications and the Estate Management Framework insofar as they relate to the Clitterhouse Playing Field Improvements and the Estate Management Framework shall ensure that the Clitterhouse Playing Fields Improvements are designed delivered and managed in accordance with the Clitterhouse Mobility Scheme and/or the Inclusive Access Strategy.

Reason: to ensure that the Development as a whole and the Clitterhouse Playing Fields Zone in particular achieve and maintain a high degree of accessibility for all members of the community in accordance with relevant legislation and planning policy.

2.3. Prior to or coincident with the submission of the first Reserved Matters Application in relation to any Phase or Sub- Phase of the Development a detailed and precise site measurement survey shall be conducted and submitted to the LPA for approval in respect of all existing open spaces within the Site and to ensure that the accurate measurement data so obtained shall be incorporated as appropriate into the plans and documents submitted as part of the relevant Reserved Matters Applications and Other Matters Applications.

Reason: To ensure that a proper record is kept and to ensure the ongoing and accurate measurement of both existing and open spaces so as to demonstrate that the approved parameters and principles as to the provision of new additional open space are fulfilled as the Development proceeds.

- 2.4 The DSF shall be revised by the Developer (subject to obtaining approval in accordance with this Condition) from time to time in order to incorporate approved revisions into the Reconciliation Mechanism reflecting any changes brought about through:
- 2.4.1.1 Reserved Matters Approvals, Other Matters Approvals or best practice guidance, or any other matters; and/or
 - 2.4.1.2 any Further Section 73 Permission and/or Alternative Energy Permission and/or any Additional Planning Permission; and/or
 - 2.4.1.3 any consequential changes as a result of any approved variation of the Phases in accordance with condition 4.2.
- 2.4.2 Any application for a proposed revision pursuant to condition 2.4 will be determined in accordance with the requirements of the EIA Directive.
- 2.4.3 The development of each Plot or other part of the Development approved thereafter shall be designed and carried out in accordance with such approved revised Development Specification and Framework.

Reason: To ensure the ongoing implementation of comprehensive, high quality urban design within the overall scheme in accordance with the parameters and principles which are approved in this permission.

- 2.5 The Design and Access Statement and Design Guidelines shall be revised by the Developer (subject to obtaining approval in accordance with this Condition) from time to time to incorporate approved revisions into the Reconciliation Mechanism reflecting any changes brought about through:
- 2.5.1.1 Reserved Matters Approvals, Other Matters Approvals or best practice guidance, or any other matters; and/or
 - 2.5.1.2 any Further Section 73 Permission and/or Alternative Energy Permission and/or any Additional Planning Permission and/or
 - 2.5.1.3 any consequential changes as a result of any approved variation of the Phases in accordance with condition 4.2.
- 2.5.2 Any application for a proposed revision pursuant to condition 2.5 will be determined in accordance with the requirements of the EIA Directive as appropriate.
- 2.5.3 The development of each Plot or other part of the Development shall thereafter be designed and carried out in accordance with such approved revised Design and Access Statement.

Reason: To ensure the ongoing implementation of comprehensive, high quality urban design within the overall scheme in accordance with the parameters and principles which are approved in this permission.

2.6. The Framework Travel Plan shall be revised by the Developer (subject to obtaining approval in accordance with this Condition) from time to time including in order to support approved revisions to the Illustrative Reconciliation Plan or as part of the Reconciliation Mechanism so as to reflect any changes brought about through earlier Reserved Matters Approvals and Other Matters Approvals relating to other Phases or Sub-Phases of the Development or earlier Plot Development as well as any relevant best practice guidance or other relevant policy guidance, including revisions to thresholds and categories of Individual Travel Plans as set out in TfL guidance "Guidance for Workplace Travel Planning for Development"; and "Guidance for Residential Travel Planning in London" or (insofar as appropriate and relevant) any successor document. All proposed changes shall be submitted to and approved in writing by the LPA, in

consultation with the Transport Strategy Group (or on appeal), prior to the beginning of any Plot Development or other parts of the Development to which the proposed changes apply. Following any such review such Plot Development or other parts of the Development to which the proposed changes apply shall be carried out in accordance with the approved revised Framework Travel Plan,

Reason: To ensure the ongoing implementation of comprehensive, high quality urban design within the overall scheme in accordance with the parameters and principles which are approved in this permission.

2.7. Prior to or coincident with the submission of the first Other Matters Approval in respect of Phase 1 the A5 Corridor Study (including any necessary Supplementary Transport Measures required to address the detailed impacts identified in the study together with an indicative programme for carrying out such works) shall be submitted to the LPA, in consultation with the London Boroughs of Brent and Camden and the Transport Strategy Group. All other relevant Reserved Matters Applications and Other Matters Applications shall thereafter be in accordance with the A5 Corridor Study approved in accordance with this Condition (and including for the avoidance of doubt the approval of detailed delivery programmes in accordance with Condition 5 of this Permission).

Reason: To ensure the transport impacts of the scheme upon the A5 are fully evaluated and mitigated as part of the detailed design and programming of Phase 1 and the other relevant Phases of the Development.

2.8. (a) Prior to or coincident with the submission of the first Reserved Matters Application for any Phase or Sub Phase the Pedestrian and Cycle Strategy (setting out the programme and details for the construction and delivery of new and/or improved pedestrian and cycle links and Cycle Parking Spaces in accordance with the Area Wide Walking and Cycling Study approved by the LPA under Condition 1.20) shall be submitted to the LPA (and where appropriate in consultation with TfL in accordance with the TSG Terms of Reference as set out in paragraph 2 of Schedule 3 to the S106 Agreement) or on appeal, unless otherwise agreed in writing by the LPA (in consultation with TfL as aforesaid where appropriate) for that Phase or Sub Phase. All other relevant Reserved Matters Applications and Other Matters Applications for that Phase or Sub-Phase shall thereafter be in accordance with the Pedestrian and Cycle Strategy approved in accordance with this Condition.

(b) No development shall be occupied in any given Phase beyond the quantum specified in the approved programme until the new and improved pedestrian and cycle links and cycle parking spaces specified in the approved Pedestrian and Cycle Strategy for that Phase or Sub-Phase shall have been provided and are available for public use.

Reason: To ensure accessibility by sustainable transport modes across scheme development.

3. Compliance with the Reserved Matters Approval and Other Matters Approvals and the Mitigation Schedule

3.1. The Development shall be carried out operated and used (as appropriate) in accordance with all relevant Reserved Matters Approvals and Other Matters Approvals.

Reason: To ensure the satisfactory appearance, operation and delivery of the development in accordance with the parameters and principles approved in this permission.

3.2. The Development shall

3.2.1. be carried out in accordance with the Schedule of Mitigation Measures, except if and to the extent that these have been superseded by any specific alternative mitigation measures that have been approved in accordance with this Permission and/or any approval of reserved matters (or any Additional Planning Permission and/or Alternative Energy Permission and/or any Further Section 73 Permission);.

3.2.2. The Development shall be operated and used (as appropriate) in accordance with the Schedule of Mitigation Measures, except if and to the extent that these have been superseded by any specific alternative mitigation measures that have been approved in accordance with this Permission and/or any approval of reserved matters (or any Additional Planning Permission and/or Alternative Energy Permission and/or any Further Section 73 Permission)

Reason: To ensure that the amenities of the occupiers of the proposed development and neighbouring premises are protected.

4. Phasing Parameter Plan and Indicative Construction Programme

4.1. The Phases of the Development shall be those Phases which are defined on the Indicative Phasing Parameter Plan (Parameter Plan 029) unless and to the extent that the Phases may be varied in accordance with Condition 4.2 and Clause 14 of the S106 Agreement (provided that Phase 1A (North) Phase 1A (South), Phase 1B (North), Phase 1B (South), Phase 1C and Phase 2 (North) and Phase 2 (South) shall have the particular meaning as defined in the Glossary attached to this Permission and in Schedule 1 to the S106 Agreement and shall apply only where those terms are expressly used in order to refer to part only as opposed to the whole of Phase 1 in such particular circumstances and shall in accordance with Condition 4.2 be approved Sub Phases of Phase 1).

Reason: To ensure the orderly and satisfactory development of the site, in the interests of highway safety and to assist in achieving the planning benefits of the comprehensive development authorised by this Permission.

4.2. The Indicative Phasing Parameter Plan and/or Phase 1A(North) Phase 1A (South), Phase 1B (North), Phase 1B (South) and Phase 1C may be amended from time to time to reflect changes to the phasing of the development on written application and subject to obtaining the prior written approval of the LPA in respect of the definition of (a) any amendment to the Phases shown on Parameter Plan 029 or any subsequently approved Phasing Parameter Plan or (b) any part of a Phase as an approved Sub-Phase, but provided always that such approval to an amended Phase or Sub-Phase shall not be given unless and until any such proposed amendments or changes or the definition of any Sub-Phases shall have been demonstrated to be unlikely to

4.2.1. have significant adverse environmental effects compared to the assessments contained in the EIA Process unless and to the extent that such changes are validly approved by the LPA after they have been assessed by a subsequent new or revised Environmental Statement and an appropriate EIA process; and/or

4.2.2. significantly undermine comprehensive delivery of the mixed use town centre development in accordance with Saved Policy C1 of the LPA's UDP 2006.

And Provided that any application for approval of any amendments or changes under this Condition shall (in accordance with Clause 14 of the

S106 Agreement) clearly specify any consequential changes to (a) the Critical Infrastructure to be delivered as part of such Phase or (as the case may be) Sub-Phase and/or (b) the payments to be made to the LPA for the purposes of the Consolidated Transport Fund under the CTF Schedule in respect of such Phase or (as the case may be) Sub-Phase and (c) the relevant Phase Details to be approved pursuant to the detailed requirements for pre-commencement approvals in accordance with Conditions 13.1, 14.1, 15.1, 16.1, 17.1, 18.1, 19.1 and Conditions 20,21, 22, 23, 24, 25, and 26.

PROVIDED FURTHER THAT any proposed change to reassign Plots 53 and 54 from Phase 1 (South) to Phase 1 (North) and/or other appropriate phase changes to facilitate delivery of the Whitefield Estate Replacement Units (Part 1) and/or Plot 113 from Phase 1 (North) to Phase 1 (South) may be submitted and approved in accordance with this Condition in advance of submission and approval of the A5 Corridor Study and/or any other applications for Other Matters Approvals.

Reason: To ensure the orderly and satisfactory development of the Site in accordance with the assumptions which underpinned the EIA Process, in the interests of highway safety and to assist in achieving the planning benefits of the comprehensive development scheme, whilst allowing sufficient flexibility to enable the development to be delivered in a manner which accords with the EIA process.

4.3. The Indicative Construction Programme for the Phases of the Development shall be the programme appended as Schedule 18 to the S106 Agreement unless and to the extent that the Indicative Construction Programme may be varied in accordance with Conditions 4.4 and 5.1 to 5.4.

Reason: To ensure the orderly and satisfactory development of the site in accordance with the assumptions which underpinned the EIA Process, in the interests of highway safety and to assist in achieving the planning benefits of the comprehensive development scheme, whilst allowing sufficient flexibility to enable the development to be delivered in a manner which accords with the EIA process.

4.4. The Indicative Construction Programme may be amended from time to time, and shall be amended (if and as far as required and appropriate) to support any application for (a) approval of any amendment to the Phasing Parameter Plan in accordance with Condition 4.2 or (b) any approval of (or any amendment to) the Primary Development Delivery Programme and/or the Detailed Delivery (Non-PDP) Programme in accordance Conditions 5.1 to 5.4.

Such amendments to the Indicative Construction Programme shall be made only with the prior written approval of the LPA and provided that such approval shall be given only if and to the extent that any proposed changes are demonstrated to be unlikely to:

- a) have significant adverse environmental impacts compared to the assessments contained in the EIA Process on which this Permission has been granted or any relevant subsequent EIA Process in relation to a relevant Reserved Matters Approval or Other Matters Approval under this Permission (or in relation to any relevant Additional Planning Permission or Alternative Energy Permission or Further Section 73 Permission), except if and to the extent that these will be acceptably addressed by any specific alternative mitigation measures that have been approved by the LPA in accordance with Condition 3.2 and following (if appropriate) a new EIA in support of such application for approval under this Condition]; and
- b) significantly undermine comprehensive development in accordance with Saved Policy C1 of the LPA's UDP 2006.

Reason: To ensure the orderly and satisfactory development of the site in accordance with the EIA Process, to assist in achieving the planning benefits of the scheme and to ensure comprehensive development on both sides of the A406 in accordance with Saved UDP Policy C1.

5. Detailed Delivery Programmes

5.1. No Development shall begin in relation to Phase 1 (North) or Phase 1 (South) of the Primary Development Package and/or any other Phase of the Development or any Sub-Phase thereof unless and until the Primary Development Delivery Programme for Phase 1 (North) or Phase 1 (South) and the Detailed Delivery (Non-PDP) Programme insofar as it relates to works which are to be carried out simultaneously with the works contained in the Primary Development Package for Critical Infrastructure in the whole or such Sub-Phase of the Primary Development Package shall have been submitted to and approved by the LPA in a form which accords with the principles and parameters as to the sequencing and approximate duration of operations comprised in Phase 1 (North) or Phase 1 (South) as relevant of the Primary Development Package and the other Phases (insofar as the works in relation to such other Phases are intended to be begun or carried out simultaneously with the Primary Development Package) as set out in the Indicative Construction Programme and the indicative programme of works to be approved in accordance with Condition 2.7 in relation to the A5 Corridor Study (unless and to the extent that the LPA shall approve any modification or variation of such parameters and principles) and the programme assumptions in the relevant approved Transport Reports and provided that no such approval shall be given under this Condition to any modification or variation of such principles and parameters unless and to the extent that the LPA is satisfied that it is unlikely to (a) to cause any significant adverse environmental impacts compared to those assessed in the relevant EIA Process, unless and to the extent that such changes are validly approved by the LPA after they have been assessed by a subsequent new or revised Environmental Statement and an appropriate EIA process or (b) to significantly undermine comprehensive development in accordance with Saved Policy C1 of the UDP 2006).

Reason: To ensure that the Development is delivered in accordance with the assumptions which underpin the EIA relating to the Development and to comply with the relevant planning policies requiring the delivery of comprehensive development across the whole of the Site.

5.2. No Development shall begin in relation to any Phase or Sub Phase of the Development (other than the Primary Development Package) unless and until a Detailed Delivery Programme (the Detailed Delivery (Non-PDP) Programme) for Critical Infrastructure in that Phase or Sub Phase outside the PDP has been submitted to and approved by the LPA which accords with the principles and parameters as to the sequencing and approximate duration of operations for the delivery of Critical Infrastructure comprised in such Phase or Sub Phase of the Development as set out in the Indicative Construction Programme and the indicative programme of works to be approved in accordance with Condition 2.7 in relation to the A5 Corridor Study (unless and to the extent that the LPA shall approve any modification or variation of such parameters and principles) and the programme assumptions in the relevant Transport Reports and provided that no such approval shall be given under this Condition to any modification or variation of such principles and parameters unless and to the extent that the LPA is satisfied that it is unlikely (a) to cause any significant unassessed adverse environmental impacts, unless and to the extent that such changes are validly approved by the LPA after they have been assessed by a subsequent new or revised Environmental Statement and an appropriate EIA process or (b) to significantly undermine the comprehensive delivery of the whole of the Development in accordance with Saved Policy C1 of the UDP 2006.

Reason: To ensure that the Development is delivered in accordance with the assumptions which underpin the EIA relating to the Development and to comply with the relevant planning policies requiring the delivery of comprehensive development across the whole of the Site.

5.3. In submitting any application for approval of a detailed delivery programme in accordance with Conditions 5.1 and 5.2 and 5.4 the Developers shall provide such information as the LPA may reasonably require to demonstrate that all Necessary Consents required to enable the Critical Infrastructure (Non Pre-Phase) (including any such Critical Infrastructure (Non Pre-Phase) as may be required to be provided in accordance with any Additional Planning Permission or Alternative Energy Permission or any Further Section 73 Permission) to begin and provided within the relevant Phase have been or will be obtained in time to allow such Critical Infrastructure (Non Pre-Phase) to be provided in accordance with the relevant detailed delivery programme.

Reason: To ensure any significant environmental effects are appropriately mitigated and to ensure conformity with adopted planning policies in the Mayor's London Plan (February 2008) and Barnet Unitary Development Plan (May 2006) and consistency with the EIA Process.

5.4. Not to resume carrying out the Development following any suspension in accordance with the provisions set out in paragraph 2 of Schedule 2 to the S106 Agreement unless and until:

5.4.1. the Developers shall have submitted to the LPA and the LPA shall have approved a revised Primary Development Delivery Programme and/or a Detailed Delivery (Non PDP) Programme for the Phase(s) or Sub-Phase(s) of the Development that have been suspended having regard to the parameters and principles referred to in Conditions 5.1 and 5.2; and

5.4.2. if and to the extent that the programme assumptions in any Phase Transport Reports which were approved prior to such suspension of the relevant Phase(s) or Sub Phase(s) of the Development have been superseded or rendered invalid as a result of the suspension) the Developers shall have obtained the LPA's approval (in accordance with Condition 37) any relevant Phase Transport Reports and/or Reserved Matters Transport Reports relating to such revised Primary Development Delivery Programme and/or a Detailed Delivery (Non PDP) Programme on the basis that the restrictions contained in Conditions 37.2 and 37.5 shall apply so as also to prevent the resumption of the relevant Phase(s) or Sub Phase(s) of the Development following suspension under Paragraph 2 as well as to any further Reserved Matters Applications or Other Matters Applications.

Reason: To ensure that (in the event of resumption after suspension of the Development in accordance with the provisions of the S106 Agreement) the Development is delivered in accordance with the assumptions which underpin the EIA relating to the Development and to comply with the relevant planning policies requiring the delivery of comprehensive development across the whole of the Site.

6. Planning Obligations to bind all land within Phases before Development

6.1. No part of the Development within any Phase or Sub-Phase shall begin unless and until all estates and interests in such Phase or Sub-Phase that need to be bound to ensure satisfactory enforcement of the obligations contained in the S106 Agreement (and any other Planning Agreement required or entered into in relation to the Development including any such agreements as may be required in support of any Reserved Matters Approval or any Other Matters Approval or any Additional Planning Permission or any Alternative Energy Approval) shall (in accordance with **Clause 6** of the S106 Agreement) have been bound or made subject to the Planning Obligations and other provisions relating thereto to the reasonable satisfaction (as confirmed in writing) of the LPA insofar as such obligations relate to or affect either the whole of the Site or to such Phase or Sub-Phase specifically.

Reason: To ensure that the proposed development can be carried out in accordance with the relevant framework of control contained in these Conditions and the Planning Agreement and (as assessed in the EIA Process) does not cause unacceptable harm to the Environment or prejudice the amenities of existing occupiers.

6.2. Condition 6.1 shall not apply if and to the extent that the LPA shall have previously approved in writing the Development to be begun in any Phase or Sub-Phase without complying with this Condition before all interests in the whole of that Phase have been so bound but no such approval will be granted unless (a) the area of land which is not so bound into the Planning Obligations is minor and insignificant in terms of the future enforcement of the Planning Obligations and (b) the approval is unlikely to cause significant environmental impacts compared to the impacts as assessed in the EIA Process and is unlikely to significantly undermine the comprehensive Development of the relevant Phase or Sub-Phase and/or the Site as a whole.

Reason: To ensure that the development is effectively carried out in a manner which is consistent with the framework of control contained in these Conditions and the Planning Agreement and (as assessed in the EIA Process) does not cause unacceptable harm to the environment or prejudice the amenities of existing occupiers.

7. Estate Management Framework

7.1. No Reserved Matters Application shall be submitted in relation to Phase 1 or any other Phase or Sub Phase of the Development unless and until the Estate Management Framework for that Phase or Sub Phase, which may include the establishment of an Estate Management Body for adopting managing cleansing maintaining repairing and/or renewing such areas of Public Realm and other parts of the Critical Infrastructure within the Development (as may be appropriate in respect of the relevant Phase or Sub-Phase) shall have been submitted for that Phase or Sub Phase approval by the LPA and for the avoidance of doubt it is likely that the LPA will consider that different arrangements are appropriate for different parts of Public Realm and Critical Infrastructure within the Development.

Reason: To ensure that the future management maintenance repair and upkeep of development is delivered to an appropriately high standard of safety and quality across the whole of the Development.

7.2. The Estate Management Framework shall be prepared in consultation with the LPA and in accordance with the parameters and principles described in section 2.90 of the DSF and those contained in Schedule 21 to the S106 Agreement.

Reason: To ensure suitable control for the future management and maintenance of the site.

8. Code of Construction Practice and Construction Environmental Management Plans

8.1. No development shall begin unless and until the CoCP, has been submitted to and approved by the LPA in accordance with the parameters and principles and the scope described referred to and defined in the Draft CoCP and revised to ensure that it reflects best practice guidance and the relevant circumstances at the time of its submission for approval. Thereafter the development shall be carried out in accordance with the approved document and any subsequent amendments shall be agreed in writing with the LPA. For avoidance of doubt the final CoCP shall cover the following minimum requirements:

- (i) Machinery (Noise & Vibration Levels and mitigation measures, location and storage of plant, materials and fuel, access routes, access to banks etc.) and likely impacts on Noise Sensitive Premises
- (ii) Protection of areas of ecological sensitivity and importance
- (iii) Site supervision
- (iv) Methods for the control of dust and air pollution
- (v) Methods used for all channel and bankside water margin works

Reason: To ensure that the construction of Development uses best practicable means to minimise adverse environmental impacts.

8.2. The CoCP shall be revised by the Developer at least every 3 years to reflect any changes in relevant best practice guidance or other relevant policy guidance and so as to satisfactorily address (insofar as may be reasonably practicable) any issues of concern or causes of complaints which might arise in relation to the operation of any approved version of the CoCP and (unless the LPA shall have confirmed in writing to the Developers that no review is required for the time being) the Developers shall submit such revised CoCP to the LPA for approval by the LPA no less than once every 3 years.

Following any such review the Development shall be carried out in accordance with the approved revised CoCP.

Reason: To ensure that the construction of the development uses best practicable means to minimise adverse environmental impacts in a manner which is consistent with the EIA Process.

8.3. Not to begin the Development in any Phase and/or on any Plot or any other construction site within any Phase unless and until the Construction Environmental Management Plan relating thereto shall have been submitted to and approved by the LPA on the basis that such Construction Environmental Management Plan shall be in accordance with the CoCP and shall apply the principles and parameters of the CoCP to the specific circumstances of the relevant Phase Plot or construction site (as the case may be) and the part of the Development to be carried out thereon.

Reason: To ensure that the construction of the development uses best practicable means to minimise adverse environmental impacts in a manner which is consistent with the EIA Process.

8.4. (Subject to compliance with Conditions 35.3, 35.4 and 35.6) not to begin Phase 1B (South) of the Development unless and until the proposed construction access for the Waste Handling Facility and the CHP respectively shall have been submitted to and approved by the LPA and such access shall demonstrate that construction access to the relevant Plots for these elements of Phase 1 Critical Infrastructure (by reference to the Transport Assessment the Revised Environmental Assessment and the Phase Transport Report for Phase 1) that there are no likely unassessed traffic or environmental impacts caused by construction traffic associated with the construction of such facilities and associated works. Access to these Plots during the construction of these facilities and the carrying out of associated works shall be in accordance with the arrangements approved in accordance with this Condition.

Reason: To ensure that the construction traffic associated with the construction of the Waste Handling Facility and the CHP and associated works do not cause unacceptable impacts on the transport network or the environment and local amenity.

9. Demolition and Site Waste Management Plan

9.1. No Development shall begin in relation to any Phase or Sub Phase of the Development unless and until a Demolition and Site Waste Management Plan (DSWMS), which shall be in general accordance with the parameters and principles and the scope outlined in paragraph 2.50 of the DSF and the CoCP , has been submitted to and approved by the LPA. The Development, including any related demolition works, shall be carried out in accordance with the approved Demolition and Site Waste Management Plan.

Reason: To ensure effective demolition and waste management in accordance with the mitigation measures proposed and described in the Environmental Statement.

10.The Employment and Skills Action Plan & Skills Development Method Statement

10.1. No Reserved Matters Application shall be submitted in relation to any given Phase or Sub Phase of the Development unless and until an Employment and Skills Action Plan (incorporating a Skills Development Method Statement) for that Phase or Sub Phase has been submitted to the LPA in accordance with the principles set out within paragraph 11 of Schedule 2 to the S106 Agreement. The Skills Development Method Statement element of the plans will build up over the lifetime of the scheme starting with measures to improve job opportunities associated with demolition and construction phases and then employment opportunities in each subsequent Phase or Sub Phase of the development including the operation of any Plot Development after Occupation.

Reason: To facilitate the economic regeneration of the surrounding areas and secure appropriate provision of employment and training initiatives.

11. Car Parking Management Strategy, Phase Car Parking Strategy and Phase Car Parking Standards

11.1. No development shall begin unless and until the Car Parking Management Strategy, has been submitted to and approved by the LPA in accordance with the parameters and principles and the scope set out in the Car Parking Management Strategy Schedule

Reason: To ensure the effective management of car parking across the scheme so as to assist in encouraging modal share away from private transport and to minimise adverse environmental impacts.

11.2. Not to submit the first Reserved Matters Application for any Phase or Sub-Phase of the Development without first submitting to the LPA the Phase Car Parking Standards and the Phase Car Parking Strategy and thereafter all relevant Reserved Matters Applications in that Phase or Sub-Phase shall include details to ensure that car parking facilities and spaces are provided and managed within the relevant Phase or Sub Phase in accordance with the approved Phase Car Parking Standards and Phase Car Parking Strategy for that Phase or Sub Phase.

Reason: To ensure that the parking strategy within the Development is implemented in accordance with the principles described in the Transport Assessment) by sustainable transport methods in the interests of avoiding unnecessary transport emissions and congestion.

12. Construction Transport Management

12.1. No development shall begin until details of the Site-wide Construction Transport Management Plan (CTMP) have been submitted to and approved by the LPA and provided that:

12.1.1. The CTMP shall be prepared in accordance with the parameters and principles and the scope described and defined in section 11 of the Draft CoCP and the conclusions of the CCC Feasibility Study and will consider construction traffic during November and December related to Brent Cross Shopping Centre. The Development shall be carried out in accordance with the approved CTMP.

12.1.2. The CTMP shall be revised by the Developer at least every 3 years to reflect any changes in relevant best practice guidance or other relevant policy guidance and so as to satisfactorily address (insofar as may be reasonably practicable) any issues of concern or causes of complaints which might arise in relation to the operation of any approved version of the CTMP and (unless the LPA shall have confirmed in writing to the Developers that no review is required for the time being) the Developers shall submit such revised CTMP to the LPA for approval by the LPA no less than every 3 years. The Development shall be carried out at all times in accordance with the CTMP as so revised and approved from time to time

Reason: To ensure that appropriate construction transport management is adopted so as to minimise the construction impacts as far as reasonably practicable and ensure that the Development is carried out in accordance with all relevant best practice and guidance.

12.2. Prior to the beginning of work in any Phase or Sub Phase the Developers shall prepare and submit to the LPA for approval (in consultation with TfL in so far as it relates to the Strategic Transport Network) an updated Construction Worker Travel Plan for that Phase or Sub Phase in accordance with the terms set out in the Construction Workers Travel Plan Framework and in accordance with the obligations set out in paragraph 20 of Schedule 3 to the S106 Agreement.

Reason: To ensure that appropriate construction transport management is adopted in accordance with the principles and arrangements described in the Construction Workers Travel Plan Framework, Transport Assessment and the Environmental Statement.

PART B - Phase Specific Pre-Commencement Conditions

13.Pre- Phase 1 Commencement Submissions and Approvals

- 13.1. (Save where otherwise specifically provided in Paragraph 2.1.10 – 2.1.12 of Schedule 2 to the S106 Agreement) no development shall begin within Phase 1 or any Sub-Phase unless and until
- a) The Phase 1 Details for the Critical Infrastructure (Pre-Phase) to be delivered or provided in accordance with the Primary Development Delivery Programme as part of the whole (or any approved Sub-Phase) of Phase 1 as listed below have been submitted to and approved in writing by the LPA in accordance with the relevant parameters and principles contained in the DSF and the Design and Access Statement (including the Design Guidelines); and

 - b) All Necessary Consents have been agreed, obtained permitted or otherwise authorised to enable the Critical Infrastructure (Pre-Phase) for the whole of (or any approved Sub-Phase of) Phase 1 to be begun and completed in accordance with the LPA's approval of the Phase 1 Details as listed below (subject to any amendments to the Indicative Phasing Plan or any defined Sub-Phases which may be approved in accordance with Condition 4.2 and Clauses 13 and 14 of the S106 Agreement):

Strategic Access Points

- (i) A406 Brent Cross Ingress/Egress Junction Improvements (Phase 1AN)
- (ii) A41/A406 Junction Improvements (Phase 1AN)
- (iii) A407 Cricklewood Lane/Claremont Road Junction Improvements (Phase 1AN)
- (iv) A5/Diverted Geron Way (Waste Handling Facility) Junction (Phase 1AS)
- (v) A5/A407 Cricklewood Lane Junction Improvements (Phase 1AN)
- (vi) M1/A406 and A5/A406 Junction Improvements (Phase 1AN)

Primary and secondary roads, Cycle and pedestrian routes, and associated junctions, as shown on Parameter Plan 003;

- (vii) Claremont Avenue (Phase 1AN)
- (viii) Claremont Road Junction North (Phase 1AN)
- (ix) Claremont Park Road (Part 1) (Phase 1AS)
- (x) Templehof Avenue and Templehof Link Road (Phase 1AN)
- (xi) Tilling Road West Re-alignment and Diversion (Part 1) (Phase 1AN)
- (xii) Claremont Avenue Junction with Tilling Road (Phase 1AN)
- (xiii) Brent Cross Pedestrian Underpass Works (Phase 1AN)
- (xiv) Prince Charles Drive Diversion (Phase 1AN)
- (xv) High Street North (Phase 1BN)
- (xvi) High Street South (East Works) (Phase 1AN)

Engineering Works

- (xvii) Eastern River Brent Alteration & Diversion Works (Phase 1AN)
- (xviii) Western River Brent Alteration & Diversion Works (Phase 1AN)
- (xix) Central River Brent Alteration & Diversion Works (Phase 1AN)
- (xx) Bus Station Temporary Relocated Facility (Phase 1AN)
- (xxi) Transport Interchange T2 (Replacement Brent Cross Bus Station) (Phase 1BN)

Bridge Structures;

- (xxii) Bridge Structure B1 (Replacement A406 Templehof Bridge) (Phase 1AN)

- (xxiii) River Brent Bridges (as relevant to the Eastern River Brent Alteration and Diversion Works) (Phase 1AN)
- (xxiv) River Brent Bridges (as relevant to the Western River Brent Alteration and Diversion Works) (Phase 1BN)
- (xxv) River Brent Bridges (as relevant to the Central River Brent Alteration and Diversion Works) (Phase 1AN)
- (xxvi) Bridge Structure B6 (M1 Junction Pedestrian and Cycle Bridge) (Phase 1AN)
- (xxvii) Bridge Structure B7 (Living Bridge) (Details to be approved pre-Phase 1A (North) commencement and delivery to be triggered by Phase 1B (North) commencement).

Principal Open Spaces (and any temporary open space);

- (xxviii) Clarefield Park Temporary Replacement Open Space (Phase 1BS)
- (xxix) Brent Cross Main Square (Phase 1BN)
- (xxx) River Brent Nature Park (Phase 1BN)
- (xxxi) Eastern Brent Riverside Park (Phase 1BN)
- (xxxii) School Green Corridor (Phase 1BS)
- (xxxiii) Claremont Park Improvements (Phase 1AN)
- (xxxiv) Market Square (Phase 1BS)
- (xxxv) Clitterhouse Playing Fields Improvements Part 1 (Phase 1AN)
- (xxxvi) Brent Terrace Green Corridor (Phase 1BS)
- (xxxvii) Western Brent Riverside Park (Phase 1BN)
- (xxxviii) Central Brent Riverside Park (Phase 1AN)
- (xxxix) Sturgess Park Improvements (Phase 1BN)

- (xi) Layfield Place (Phase 1BN)
- (xli) Fenwick Place (Phase 1BN)
- (xlii) Templehof Circus (Phase 1BN)

Whitefield Estate Replacement Units

- (xlili) Whitefield Estate Replacement Units (Phase 1AN/Phase 1BS).

Reason: To ensure the timely provision of Critical Infrastructure (Pre-Phase) required to support development within Phase 1 (and/or any approved Sub-Phase) and to secure the delivery of a substantial part of the new town centre within the Primary Development Package in accordance with the planning policy framework and the EIA Process.

14.Pre- Phase 2 Commencement Submissions

14.1. No development shall take place within Phase 2 (South) or any Sub-Phase of Phase 2 (South) unless and until

- a) The Phase 2 Details for the Critical Infrastructure (Pre-Phase) to be delivered or provided in accordance with the Detailed Delivery (Non PDP) Programme as part of the whole (or any approved Sub-Phase of Phase 2) as listed below have been submitted to and approved in writing by the LPA (in accordance with the relevant parameters and principles contained in the DSF and the Design and Access Statement (including the Design Guidelines); and
- b) All Necessary Consents have been agreed, obtained, permitted or otherwise authorised to enable the Critical Infrastructure (Pre-Phase) for the whole of (or any approved Sub-Phase of) Phase 2 to be begun and completed in accordance with the LPA's approval of the Phase 2 Details as listed below (subject to any amendments to the Indicative Phasing Plan or any defined Sub-Phases which may be approved in accordance with Condition 4.2 and Clauses 13 and 14 of the S106 Agreement):

Strategic Access Points

- (i) A41 Whitefield Avenue Junction

Primary and secondary roads, Cycle and pedestrian routes, and associated junctions, as shown on Parameter Plan 003;

- (ii) Claremont Park Road Part 2
- (iii) High Street South (except the High Street South (East Works) which are part of Phase 1A (North))
- (iv) Whitefield Street
- (v) Whitefield Avenue
- (vi) Tilling Road East Improvements

Bridge Structures

- (vii) Bridge Structure B5 (A41 Pedestrian Bridge)

Principal Open Spaces (and any temporary open space/landscaping)

- (viii) Clitterhouse Stream Nature Park
- (ix) Clitterhouse Playing Fields Improvements (Part 2)
- (x) Eastern Lands Green Corridor (Part 1)
- (xi) Eastern Park (Part 1)
- (xii) School Square
- (xiii) Whitefield Square

Reason: To ensure the timely provision of the Critical Infrastructure (Pre-Phase) required to support development within Phase 2 and to secure the delivery of comprehensive regeneration in accordance with the planning policy framework and the EIA Process.

15.Pre- Phase 3 Commencement Submissions

15.1. No development shall take place within Phase 3 or any Sub-Phase of Phase 3 unless and until

- a) The Phase 3 Details for the Critical Infrastructure (Pre-Phase) to be delivered or provided in accordance with the Detailed Delivery (Non-PDP) Programme as part of the whole (or any approved Sub-Phase) of Phase 3 as listed below have been submitted to and approved in writing by the LPA in accordance with the relevant parameters and principles contained in the

DSF and the Design and Access Statement (including the Design Guidelines); and

- b) All Necessary Consents have been agreed, obtained, permitted or otherwise authorised to enable the Critical Infrastructure (Pre-Phase) for the whole of (or any approved Sub-Phase of Phase 3) to be begun and completed in accordance with the LPA's approval of the Phase 3 Details as listed below (subject to any amendments to the Indicative Phasing Plan or any defined Sub-Phases which may be approved in accordance with Condition 4.2 and Clauses 13 and 14 of the S106 Agreement):

Bridge Structures

- (i) Bridge Structure B4 (Pedestrian Bridge over the A406)

Principal Open Spaces (and any temporary open space/landscaping)

- (ii) Eastern Lands Green Corridor (Part 2)
- (iii) Eastern Park (Part 2)

Reason: To ensure the timely provision of Critical Infrastructure (Pre-Phase) required to support development within Phase 3 or such Sub-Phase and to secure the delivery of comprehensive regeneration in accordance with the planning policy framework and the EIA Process.

16.Pre- Phase 4 Commencement Submissions

16.1. No development shall take place within Phase 4 or any Sub-Phase of Phase 4 unless and until

- a) The Phase 4 Details for the Critical Infrastructure (Pre-Phase) to be delivered or provided in accordance with the Detailed Delivery (Non-PDP) Programme as part of the whole (or any approved Sub-Phase) of Phase 4 as listed below have been submitted to and approved in writing by the LPA in accordance with the relevant parameters and principles contained in the DSF and the Design and Access Statement (including the Design Guidelines); and
- b) All Necessary Consents have been agreed, obtained, permitted or otherwise authorised to enable the Critical Infrastructure (Pre-Phase) for the whole of (or any approved Sub-Phase of) Phase 4 to be begun and completed in accordance with the LPA's approval of the Phase 4 Details as listed below (subject to

any amendments to the Indicative Phasing Plan or any defined Sub-Phases which may be approved in accordance with Condition 4.2 and Clauses 13 and 14 of the S106 Agreement):

Primary and secondary roads, Cycle and pedestrian routes, and associated junctions, as shown on Parameter Plan 003;

- (i) Claremont Road Junction South
- (ii) A5/Rail Freight Facility Junction

Engineering Works

- (iii) Rail Freight Facility

Principal Open Spaces (and any temporary open space/landscaping)

- (iv) Gas Governor Square
- (v) Millennium Green Improvements.

Reason: To ensure the timely provision of Critical Infrastructure (Pre-Phase) required to support development within Phase 4 and to secure the delivery of comprehensive regeneration in accordance with the planning policy framework and the EIA Process.

17.Pre- Phase 5 Commencement Submissions

17.1. No development shall take place within Phase 5 or any Sub-Phase of Phase 5 unless and until

- a) The Phase 5 Details for the Critical Infrastructure (Pre-Phase) to be delivered or provided in accordance with the Detailed Delivery (Non-PDP) Programme as part of the whole (or any approved Sub-Phase) of Phase 5 as listed below have been submitted to and approved in writing by the LPA in accordance with the relevant parameters and principles contained in the DSF and the Design and Access Statement (including the Design Guidelines); and
- b) All Necessary Consents have been agreed, obtained, permitted or otherwise authorised to enable the Critical Infrastructure (Pre-Phase) for the whole of (or any approved Sub-Phase of) Phase 5 to be begun in accordance with the LPA's approval of the Phase 5 Details as listed below (subject to any amendments to the Indicative Phasing Plan or any defined Sub-

Phases which may be approved in accordance with Condition 4.2 and Clauses 13 and 14 of the S106 Agreement):

Primary and secondary roads, Cycle and pedestrian routes, and associated junctions, as shown on Parameter Plan 003

- (i) Spine Road North
- (ii) Spine Road South
- (iii) A5/Link Road over Midland Mainline Junction

Engineering Works

- (iv) Transport Interchange T1 (New Train Station & Transport Interchange)

Bridge Structures

- (v) Bridge Structure B2 (A5 Link Bridge)
- (vi) Bridge Structure B3 (Geron Way Pedestrian Bridge)

Principal Open Spaces (and any temporary open space/landscaping)

- (vii) Brent Terrace Park
- (viii) Railway Lands Nature Park
- (ix) Station Square

Reason: To ensure the timely provision of Critical Infrastructure (Pre-Phase) to support development within Phase 5 and to secure the delivery of comprehensive regeneration in accordance with the planning policy framework and the EIA Process.

18.Pre- Phase 6 Commencement Submissions

18.1. No development shall take place within Phase 6 or any Sub-Phase of Phase 6 unless and until

- a) The Phase 6 Details for the Critical Infrastructure (Pre-Phase) to be delivered or provided in accordance with the Detailed Delivery (Non-PDP) Programme as part of the whole (or any approved Sub-Phase) of Phase 6 as listed below have been submitted and approved in writing by the LPA in accordance with the relevant parameters and principles contained in the

DSF and the Design and Access Statement (including the Design Guidelines); and

- b) All Necessary Consents have been agreed, obtained, permitted or otherwise authorised to enable the Critical Infrastructure (Pre-Phase) for the whole of (or any approved Sub-Phase of) Phase 6 to be begun in accordance with the LPA's approval of the Phase 6 Details as listed below (subject to any amendments to the Indicative Phasing Plan or any defined Sub-Phases which may be approved in accordance with Condition 4.2 and Clauses 13 and 14 of the S106 Agreement):

Principal Open Spaces (and any temporary open space/landscaping)

- (i) Northern Nature Park
- (ii) Tower Square
- (iii) North Circular Green Corridor

Reason: To ensure the timely provision of Critical Infrastructure (Pre-Phase) to support development within Phase 6 and to secure the delivery of comprehensive regeneration in accordance with the planning policy framework and the EIA Process.

19.Pre- Phase 7 Commencement Submissions

19.1. No development shall take place within Phase 7 or any Sub-Phase of Phase 7 unless and until

- a) The Phase 7 Details for the Critical Infrastructure (Pre-Phase) to be delivered or provided in accordance with the Detailed Delivery (Non-PDP) Programme as part of the whole (or any approved Sub-Phase) of Phase 7 as listed below have been submitted to and approved in writing by the LPA in accordance with the relevant parameters and principles contained in the DSF and the Design and Access Statement (including the Design Guidelines); and
- b) All Necessary Consents have been agreed, obtained, permitted or otherwise authorised to enable the Critical Infrastructure (Pre-Phase) for the whole of (or any approved Sub-Phase of Phase 7) to be begun in accordance with the LPA's approval of the Phase 7 Details as listed below (subject to any amendments to the Indicative Phasing Plan or any defined Sub-

Phases which may be approved in accordance with Condition 4.2 and Clauses 13 and 14 of the S106 Agreement);

Primary and secondary roads, Cycle and pedestrian routes, and associated junctions, as shown on Parameter Plan 003

- (i) Tilling Road West Realignment and Improvement Works (Part 2)

Principal Open Spaces (and any temporary open space/landscaping)

- (ii) Office District Park
- (iii) Community Square

Reason: To ensure the timely provision of Critical Infrastructure (Pre-Phase) to support development within Phase 7 and to secure the delivery of comprehensive regeneration in accordance with the planning policy framework and the EIA Process.

Part C -Triggers and Thresholds by Phase

20. Phase 1 Triggers and Thresholds

Templehof Avenue and Link Road

20.1. Not to Occupy or open for trade either the Existing John Lewis Store once vacated nor any of the retail floor space hereby approved within the Brent Cross East Zone, with the exception of the New John Lewis Store, prior to practical completion of the new Bridge Structure B1 (Replacement A406 Templehof Bridge) and the Templehof Avenue and Link Road in accordance with the relevant Necessary Consents. Development of the Bridge Structure B1 (Replacement A406 Templehof Bridge), Templehof Avenue and Link Road shall be carried out in accordance with the relevant Phase 1 Details and such Details shall include:

- a) The amount of clearance over the A406 and lighting and design from the point of view of A406 users and road safety; and
- b) an explanation of how this bridge will be beneficial for cyclists and pedestrians at all times of day and night, including how step free access will be achieved from the bridge to the shopping centre, bus station and River Brent Riverside Park.

Reason: To connect the proposed High Street on both sides of the A406 road corridor, to ensure the future success of the town centre and to secure the comprehensive regeneration in accordance with the planning policy framework, planning application and EIA process.

A406 Brent Cross Ingress/Egress Junction Improvements

20.2. Not to Occupy or open for trade either the existing John Lewis store once vacated or any of the retail floor space hereby approved within the Brent Cross East Zone with the exception of the New John Lewis store, prior to practical completion of the A406 Brent Cross Ingress/Egress Junction Improvements in accordance with the relevant Necessary Consents.

Reason: To improve vehicular access to the Brent Cross Shopping Centre and support the proposed new retail development within the Brent Cross East Zone.

A41/A406 Junction Works (including Brentfield Gardens Junction Works and Alterations to Highfield Avenue)

20.3. Not to Occupy or open for trade either the existing John Lewis store once vacated or any of the retail floor space hereby approved within the Brent Cross East Zone, with the exception of the New John Lewis store, prior to practical completion of the A41/A406 Junction Works including Brentfield Gardens Junction Works and alterations to Highfield Avenue in accordance with the relevant Necessary Consents.

Reason: To improve vehicular access to the Brent Cross Shopping Centre in order to support the proposed new retail development within the Brent Cross East Zone.

Brent Cross Pedestrian Underpass Works

20.4. Not to Occupy or open for trade either the existing John Lewis store once vacated or any of the retail floor space hereby approved within the Brent Cross East Zone, with the exception of the New John Lewis store, prior to practical completion of the Brent Cross Pedestrian Underpass Works in accordance with the relevant Necessary Consents.

Reason: To improve pedestrian access and safety between Brent Cross London Underground Station and new retail development within the Brent Cross East Zone in order to encourage safe and sustainable transport choices.

Diversion of Prince Charles Drive

20.5. Not to Occupy or open for trade either the existing John Lewis store once vacated or any of the retail floor space hereby approved within the Brent Cross East Zone, with the exception of the New John Lewis store, prior to practical completion of the Prince Charles Drive Diversion in accordance with the relevant Necessary Consents.

Reason: To facilitate the creation of the pedestrianised route within the Brent Cross East Zone and to ensure an appropriate level of vehicular accessibility is implemented to support the proposed new retail development within the Brent Cross East Zone

Claremont Avenue

20.6. Not to Occupy more than 1,000 residential units south of the A406 or to Occupy or bring into use the New Superstore (within the Eastern Lands zone) prior to practical completion of Claremont Avenue in accordance with the relevant Necessary Consents.

Reason: To ensure the timely provision of the Claremont Avenue access route for local traffic.

Claremont Avenue Junction with Tilling Road

20.7. Not to Occupy or open for trade –either the existing John Lewis store once vacated or any of the retail floor space hereby approved within the Brent Cross East Zone, with the exception of the New John Lewis store, prior to the practical completion of Claremont Avenue Junction with Tilling Road in accordance with the relevant Necessary Consents.

Reason: To ensure the timely provision of the Claremont Avenue access to support development.

Claremont Road North Junction

20.8. Not to Occupy more than 1,000 residential units nor to Occupy or trade from the New Superstore (in the vicinity of Plot 28 within the Eastern Lands Zone) prior to practical completion of Claremont Road Junction North in accordance with the relevant Necessary Consents.

Reason: to ensure the timely provision of the Claremont Avenue access route to support development.

Claremont Park Road (Part 1)

20.9. Not to Occupy more than 100 residential units on the Plots immediately north of Claremont Park (comprising those on Plots 11, 12, 14 and 15) –prior to practical completion of Claremont Park Road (Part 1) in accordance with the relevant Necessary Consents.

Reason: To ensure adequate access to the development of new residential units to the north of Claremont Park in accordance with the submitted assessments and details.

A407 Cricklewood Lane /Claremont Road and A407/A5Cricklewood Lane Junction Works

20.10. Not to Occupy any part of the development south of the A406 prior to practical completion of Cricklewood Lane (A407)/Claremont Road and A407/A5 Junction Works in accordance with the relevant Necessary Consents.

Reason: To mitigate the congestion impacts of the proposed development on these junctions.

20.11. Not to begin the construction of Cricklewood Lane (A407)/Claremont Road and Cricklewood Lane (A407)/A5 Junction Works until any traffic management measures or other mitigation measures to Chichelle Road and required by the London Borough of Brent have been authorised by a section 278 highways agreement

Reason: To mitigate transport impacts on this part of the transport network and support development to the south of the A406.

A5 Junction to Waste Handling Facility

20.12. Not to Occupy the Waste Handling Facility prior to the practical completion of the A5 Junction to Waste Handling Facility in accordance with the relevant Necessary Consents. The development of the A5 Junction to Waste Handling Facility shall not begin until any traffic management measures to Humber Road (as identified in the A5 Corridor Study) and required by the London Borough of Brent have been authorised by a section 278 highways agreement

Reason: To accommodate traffic generated by the operation of the Waste Handling Facility.

20.13. *Not used*

Tilling Road West Re-alignment and Improvement Works

20.14. Not to Occupy more than 1,000 residential units south of the A406 or to Occupy or bring into use the New Superstore south of the A406 in the vicinity of Plot 28 in the Eastern Lands prior to the practical completion of Tilling Road West Re-alignment Works (Part 1) in accordance with the relevant section 38 and/or 278 highways agreement and other relevant Necessary Consents.

Reason: to support development south of the A406 and facilitate the development of the wider regeneration area

Eastern River Brent Alteration & Diversion Works

20.15. Not to Occupy or open for trade the existing John Lewis store once vacated nor any of the retail floor space hereby approved within the Brent Cross East Zone with the exception of the New John Lewis store prior to practical completion of the Eastern River Brent Alteration & Diversion Works including the Wetland Area in accordance with the relevant Necessary Consents.

Reason: To facilitate the creation of the pedestrianised High Street North and provide an attractive resource for the new and existing community and reducing the current flooding problems and to secure the delivery of a substantial part of the new town centre in accordance with the planning policy framework and the EIA Process.

Replacement Primary School

20.16. Not to Occupy more than 1,350 residential units prior to the practical completion of the Replacement Primary School within Phase 1 in accordance with the relevant Necessary Consents unless the Council as the Local Education Authority shall have made alternative arrangements for places to accommodate pupils generated by the Development as referred to in paragraph 5.3 of Schedule 2 to the S106 Agreement.

Reason: To ensure the timely delivery of the primary school in line with the ICP and the Phase 1 Details.

Temporary Health Centre

20.17. On the date of the submission of the first Reserved Matters Application for residential units in the Market Quarter zone the Developer shall confirm with the Barnet NHS/healthcare provider (or successor body or appropriate health provider as agreed with the LPA) its space requirements and location for the Temporary Health Centre (up to 300 sq.m) in the Market Quarter Zone and shall not occupy any residential units in Market Quarter Zone until the developer has offered a lease to the Barnet NHS/healthcare provider of that facility on reasonable terms. Subject to completion of an agreement of the lease in accordance with the obligations as set out in paragraph 7 of Schedule 2 to the S106 Agreement, no more than 450 residential units in the Market Quarter Zone shall be occupied until the Temporary Health Centre has been provided. The facility shall remain in place until the Main Health Centre is provided or the lease of the Temporary Health Centre expires, whichever is the earlier.

Reason: To ensure the timely provision of the Temporary Health Centre in accordance with the ICP.

Community Facilities (Brent Cross East Zone)

20.18. Not to Occupy or open for trade more than 10,000 sq.m of new built comparison retail within Brent Cross East Zone (with the exception of the New John Lewis store), and not to re-occupy the Existing John Lewis store prior to practical completion the Community Facilities (Brent Cross East Zone).

Reason: To ensure the timely provision of the Community Facilities (Brent Cross East Zone) in accordance with the ICP.

Community Facilities (Market Quarter Zone)

20.19. Not to Occupy more than 450 residential units in the Market Quarter Zone and/or the Eastern Lands Zone prior to practical completion of the Community Facilities (Market Quarter Zone).

Reason: To ensure the timely provision of the Community Facilities (Market Quarter Zone) in accordance with the ICP.

Temporary Open Space

20.20. Not to close to the public or to redevelop any part of Clarefield Park unless and until the practical completion to a standard

capable of public use of Claremont Park and Clitterhouse Playing Fields Part 1 (excluding Clitterhouse Stream Nature Park) in accordance with all relevant Necessary Consents and the parameters and principles set out in paragraph 2.68 of the DSF and the Phase 1 Details relating to it.

Reason: To ensure ongoing open space provision for existing and future residents during the early phases of development.

River Brent Nature Park

20.21. Not to Occupy or open for trade either the existing John Lewis store once vacated or any of the retail floor space hereby approved within the Brent Cross East Zone, with the exception of the New John Lewis store prior to practical completion of the River Brent Nature Park and the Wetland Area within Brent Cross East zone in accordance with the relevant Necessary Consents.

Reason: To ensure the appropriate and timely provision of River Brent Nature Park in accordance with the DSF and ICP.

Eastern Brent Riverside Park

20.22. Not to Occupy or open for trade either the existing John Lewis store once vacated or any of the retail floor space hereby approved within the Brent Cross East Zone, with the exception of the New John Lewis store, prior to practical completion of the Eastern Brent Riverside Park in accordance with the relevant Necessary Consents.

Reason: To ensure the appropriate and timely provision of the Eastern Brent Riverside Park in accordance with the DSF and ICP.

Brent Cross Square

20.23. Not to Occupy or open for trade either the existing John Lewis store once vacated or any of the retail floor space hereby approved within the Brent Cross East Zone, with the exception of the New John Lewis store, prior to practical completion of the Brent Cross Square in accordance with the relevant Necessary Consents.

Reason: To ensure the appropriate and timely provision of Brent Cross Square in accordance with the DSF and ICP.

20.24. NOT USED

Living Bridge Necessary Consents

20.25. Not to begin any above ground construction within plots 102, 104 and 106 unless and until the Necessary Consents for Bridge Structure B7 (Living Bridge) including the statutory highways agreement and any requisite bonds or security for its full cost shall have been completed on the basis that its delivery will begin and proceed in accordance with the Primary Development Delivery Plan so that it shall be completed prior to Occupation of plot 102, plot 104 and plot 106, and bringing into active use Brent Cross Main Square and High Street North unless otherwise approved in writing by the LPA.

Reason: To secure delivery of the Living Bridge in an appropriate timescale to ensure that Comprehensive Development of the new town centre is delivered to the north and south of the A406 in accordance with Local Plan Policy CS2 and Saved UDP Policy C1.

Claremont Park Improvements

20.26. Not to Occupy more than 750 residential units in the Market Quarter Zone prior to the practical completion and provision of the Claremont Park Improvements in accordance with the relevant Necessary Consents.

Reason: To ensure the appropriate and timely completion and provision of Claremont Park Improvements in accordance with the DSF and ICP.

School Green Corridor

20.27. The redeveloped Claremont Primary School shall not be Occupied prior to practical completion and provision of the School Green Corridor, in accordance with the relevant Phase 1 Details and all other relevant Necessary Consents.

Reason: To ensure the appropriate and timely provision of Brent Terrace Green Corridor in accordance with the DSF and ICP.

Market Square

20.28. Not to Occupy more than 750 residential units in Market Quarter Zone prior to practical completion of the Market Square in accordance with the relevant Phase 1 Details and all other relevant Necessary Consents.

Reason: To ensure the appropriate and timely provision of Market Square in accordance with the DSF and ICP.

Neighbourhood Police Unit (Market Quarter Zone)

20.29. Unless the Police Authority indicate that they do not wish to take a lease of the facility, not more than 750 residential units in Market Quarter Zone shall be occupied prior to Practical Completion of the Neighbourhood Police Unit (Market Quarter Zone) in accordance with the relevant Phase 1 Details.

Reason: To ensure the appropriate and timely provision of the Neighbourhood Police Unit (Market Quarter Zone) in accordance with the DSF and ICP.

20.30. NOT USED

Transport Interchange T2 (Replacement Brent Cross Bus Station)

20.31. Not to occupy any floorspace within Plot 103 unless and until Transport Interchange T2 (Replacement Brent Cross Bus Station shall have been provided in accordance with the relevant Phase 1B (North) details and be capable of opening for public use.

Reason: To ensure the appropriate and timely provision of public transport facilities to support new retail development within Brent Cross East Development Zone.

Child Care Facilities (Brent Cross East Zone)

20.32. Not to Occupy more than 100 residential units within Brent Cross East or Brent Cross West Zone, or open for trade more than 40,000 sq.m of new built comparison retail within Brent Cross East Zone (with the exception of the New John Lewis store), and not to re-occupy the Existing John Lewis store prior to practical completion the Child Care Facilities (Brent Cross East Zone).

Reason: To ensure the timely provision of the Child Care Facilities (Brent Cross East Zone) in accordance with the ICP.

21.Phase 2 Triggers and Thresholds

21.1. M1/A406 and A5/A406 Junction

21.1.1. Not to Occupy more than 1,349 residential units, nor more than 61,201 sq m GFA of A Class Uses (which includes the New John Lewis Store but excludes the re-occupation of the Existing John Lewis Store), nor more than 24,619 sq m of B class uses until the A5/M1/A406 junction improvements shown on Scott Wilson drawings P/D11879/H/100/1011F, 100/1012F and 100/1031F is completed and open to traffic in accordance with the relevant Necessary Consents.

21.1.2. The construction of A5/M1/A406 Junction shall not begin until any traffic management measures to A406(W) (as identified in the A5 Corridor Study) and required by the London Borough of Brent or Transport for London or the Highways Agency shall have been authorised by a section 278 highways agreement or other appropriate statutory authorisation as part of the agreement for the M1/A406/A5 junction.

Reason: To ensure safe and efficient operation of M1, A406 roads.

Claremont Park Road (Part 2)

21.2. Not to Occupy more than 700 residential units immediately north of Claremont Park (comprising those on Plots 11, 12, 14 and 15) -prior to practical completion of Claremont Park Road (Part 2) in accordance with the relevant Phase 2 Details and all other relevant Necessary Consents.

Reason: To support the development of new residential units to the north of Claremont Park.

High Street North

21.3. Not to Occupy or open for trade more than 35,000 sq.m of new built comparison retail floorspace within Brent Cross East zone prior to practical completion of High Street North within the Brent Cross East zone in accordance with the relevant Phase 1 Details and all other relevant Necessary Consents.

Reason: To facilitate the ongoing completion of a town centre shopping environment North of the A406 and to secure the delivery of an important part of the new town centre north in accordance with the planning policy framework and the EIA Process.

Whitefield Street

21.4. Not to Occupy more than 1,250 residential units in the Eastern Lands zone prior to practical completion of Whitefield Street in accordance with the relevant Phase 2 Details and all other relevant Necessary Consents.

Reason: to provide access to the Eastern Lands Zone and to promote efficient pedestrian and cycling links between Brent Cross Underground station and the new town centre south and facilitate the wider development of the regeneration area.

A41 Junction/Whitefield Avenue Junction

21.5. Not to Occupy more than 1,250 residential units in the Eastern Lands Zone prior to the practical completion of the A41/Whitefield Avenue Junction within the Eastern Lands zone in accordance with the relevant Phase 2 Details and all other relevant Necessary Consents.

Reason: to support development within the Eastern Lands Zone and facilitate the development of the wider regeneration area

Whitefield Avenue

21.6. Not to Occupy more than 2,000 residential units in the Eastern Lands Zone to the practical completion of the Whitefield Avenue in accordance with the relevant Phase 2 Details.

Reason: To support the development of the Eastern Lands Zone and improve the wider accessibility of the regeneration area.

High Street South

21.7. Not to Occupy more than 5,000 sq.m of new retail floorspace within the Market Quarter zone prior to practical completion of High Street South in accordance with the relevant Phase 2 Details and all other relevant Necessary Consents.

Reason: To facilitate retail development within the town centre south of the A406 and to ensure the development of the wider scheme.

Bridge Structure B5 (Pedestrian Bridge over the A41)

21.8. Not to Occupy more than 1,250 residential units within the Eastern Lands Zone or 3,000 residential units in the Southern Development

prior to practical completion of the A41 Pedestrian Bridge in accordance with the relevant Necessary Consents.

Reason: To enhance the accessibility of the overall regeneration area and improve physical connections with surrounding areas of the Borough

Central River Brent Alteration & Diversion Works

21.9. Not to Occupy more than 45,000m² of new built comparison retail within Brent Cross East Zone prior to the practical completion of the Central River Brent Alteration & Diversion Works in accordance with the relevant Phase Details and all other relevant Necessary Consents.

Reason: to secure the creation of High Street North and the retail/residential plots that form its southern boundary and provide an attractive resource for the new and existing community and reducing the current flooding problems.

Replacement Secondary School

21.10. The existing Whitefield School shall not be closed until the Replacement Secondary School has been completed and made available for Occupation by pupils in accordance with the relevant Phase 2 Details unless the LEA shall have made alternative arrangements for places to accommodate pupils generated by the Development as referred to in paragraph 5.3 of Schedule 2 to the S106 Agreement.

Reason: To ensure the appropriate provision of the Replacement Secondary School in a timely manner which meets the existing need for the school as well as any additional need created by the Development.

21.11. The occupation of the Replacement Secondary School will not take place until the requirement for and location, practical completion and provision of the Library as part of the Replacement Secondary school development has been approved by the LPA as part of the Phase 2 Details.

Reason: To ensure the appropriate provision of the Library facility.

Replacement Special Needs School

21.12. The existing Mapledown Special Needs School will remain open until the Replacement Special Needs has been completed and made available for Occupation by the pupils and staff at the school unless the LEA shall have made alternative arrangements for places

to accommodate pupils generated by the Development as referred to in paragraph 5.3 of Schedule 2 to the S106 Agreement.

Reason: To ensure the timely provision of the Special Needs School in a timely manner which meets the existing need for the school as well as any additional need created by the Development.

Child Care Facilities (Eastern Lands Zone)

21.13. Not to Occupy more than 1,500 residential units in the Eastern Lands Zone prior to completing and making available for lease the Child Care Facilities (Eastern Lands Zone) in accordance with the relevant Phase 2 Details and all other relevant Necessary Consents

Reason: To ensure the timely provision of child care facilities in accordance with the ICP and to meet the need for child care facilities generated by the Development and in the wider area.

Main Health Centre

21.14. Not to Occupy more than 750 residential units in the Eastern Lands Zone until the Developers have confirmed with the Barnet NHS/healthcare provider (or successor body or appropriate health provider as agreed with the LPA) space requirements and location for the health centre (up to 3,000 sq.m) in the Eastern Lands Zone and have offered a lease to the Barnet NHS/healthcare provider in accordance with the arrangements set out in paragraph 7 of Schedule 2 to the S106 Agreement. Subject to agreement of the lease, not to Occupy more than 1,500 residential units in the Eastern Lands Zone until the Main Health Centre has been provided

Reason: To ensure the timely provision of the Main Health Centre in accordance with the DSF so as to ensure that the existing and new communities will be served by adequate local health facilities.

Drop In Health Centre

21.15. On the date of the submission of the first Reserved Matters Application for residential units in the Cricklewood Lane Zone the Developer shall confirm with the Barnet NHS/healthcare provider (or successor body or appropriate health provider as agreed with the LPA) their space requirements and the location for the Drop In Health Centre in the Cricklewood Lane Zone and shall not occupy any residential units in Cricklewood Lane Zone until the Developer has offered an agreement for a lease to the Barnet NHS/healthcare

provider of that Centre. Subject to agreement of the lease being agreed with Barnet NHS/healthcare provider, no more than 25 residential units in the Cricklewood Lane zone shall be Occupied until the provision of the Drop In Health Centre has been provided in accordance with the relevant Phase 1 Details and all other relevant Necessary Consents.

Reason: To ensure the timely provision of the Drop In Health Centre in accordance with the ICP so as to ensure that the existing and new communities will be served by adequate local health facilities.

Brent Riverside Park

21.16. Not to Occupy or open for trade more than 45,000 sq.m of new comparison retail within Brent Cross East Zone prior to practical completion of the Central Brent Riverside Park in accordance with the relevant Phase 1 Details and all other relevant Necessary Consents.

Reason: To ensure the appropriate and timely provision of Brent Riverside Park in accordance with the DSF and ICP.

Eastern Park (Part 1)

21.17. Not to Occupy more than 1,000 residential units in the Eastern Lands zone prior to the practical completion of Eastern Park (Part 1) in accordance with the relevant Phase 2 Details and all other relevant Necessary Consents.

Reason: To ensure the appropriate and timely provision of Eastern Park in accordance with the DSF and ICP.

Eastern Lands Green Corridor (Part 1)

21.18. Not to begin the redevelopment of the Existing Foodstore (including the Existing PFS) in accordance with this Permission prior to the practical completion of the Eastern Lands Green Corridor Part 1 in accordance with the relevant Phase 1 Details and all other relevant Necessary Consents.

Reason: To ensure the appropriate and timely provision of Eastern Lands Green Corridor in accordance with the DSF and ICP.

School Square

21.19. Neither the Replacement Secondary School nor the Replacement Special Needs School shall be Occupied or opened for the purposes of delivering education or providing other school

services unless and until practical completion of the School Square in accordance with the relevant Phase 2 Details and all other relevant Necessary Consents.

Reason: To ensure the appropriate and timely provision of School Square in accordance with the DSF and ICP.

Sturgess Park Improvements

21.20. Not to Occupy more than 200 residential units within Brent Cross East Zone or the Brent Cross West Zone prior to practical completion of the improvements to Sturgess Park Improvements in accordance with the relevant Necessary Consents.

Reason: To ensure the timely provision of Sturgess Park in accordance with the ICP.

Whitefield Square

21.21. Not to Occupy more than 1,000 residential units in the Eastern Lands Zone shall be Occupied prior to the practical completion of Whitefield Square in accordance with the relevant Phase 2 Details and all other relevant Necessary Consents.

Reason: To ensure the appropriate and timely provision of Whitefield Square in accordance with the DSF and ICP.

Neighbourhood Police Unit (Brent Cross East Zone)

21.22. Unless the Police Authority indicate that they do not wish to take a lease of the facility, not more than 45,000 sq.m of new comparison retail floorspace in the Brent Cross East Zone shall be occupied prior to Practical Completion of Neighbourhood Police Unit (Brent Cross East).

Reason: To ensure the appropriate and timely provision of the Neighbourhood Police Unit (Brent Cross East Zone) in accordance with the DSF and ICP.

Shopmobility Works

21.23. The existing Shopmobility unit or temporary replacement facility will remain open and no more than of 45,000 sq.m of new comparison retail floorspace in the Brent Cross East zone shall be Occupied prior to the practical completion of the Shopmobility Works within the Brent Cross East Zone,. The development of the Shopmobility Works shall be carried out in accordance with the details submitted and approved.

Reason: To ensure the appropriate and timely provision of the Shopmobility

Tilling Road East Improvements

21.24. Not to Occupy more than 2,000 residential units in the Eastern Lands zone or 3,000 residential units in the Southern Development prior to the practical completion of the Tilling Road East Improvements in accordance with the relevant Phase 2 Details and all other relevant Necessary Consents.

Reason: to support development within the Eastern Lands Zone and facilitate the development of the wider regeneration area

Additional 3FE Primary School Facilities (Eastern Lands Zone)

21.25. Not to Occupy more than 3,000 Residential Units in the Southern Development prior to completing and making available for lease the Additional primary school in the Education Campus in accordance with the relevant Phase 2 Details and all other relevant Necessary Consents

Reason: To ensure the timely provision of child care facilities in accordance with the ICP and to meet the need for child care facilities generated by the Development and in the wider area.

22.Phase 3 Triggers and Thresholds

Bridge Structure B4 (Pedestrian Bridge over the A406)

22.1. Not to Occupy more than 2,000 residential units in the Eastern Lands zone prior to practical completion of Bridge Structure B4 (Pedestrian Bridge over the A406) in accordance with the relevant Phase 3 Details and all other relevant Necessary Consents.

Reason: to ensure that easy pedestrian access is provided from Brent Cross East zone into the Eastern Lands, and to create an improved pedestrian route from the Brent Cross underground station to Brent Cross Shopping Centre.

Western River Brent Alteration & Diversion Works

22.2. Not to Occupy more than 500 residential units within the Brent Cross West zone prior to practical completion of the Western River Brent Alteration & Diversion Works in accordance with the relevant Necessary Consents.

Reason: To secure the provision of these works as part of the development of Brent Cross West Zone and to provide an attractive resource for the new and existing community in and around the proposed new town centre and assist in reducing the current flooding problems.

Community Facilities (Eastern Lands Zone)

22.3. Not to Occupy more than 1,000 residential units within the Eastern Lands Zone prior to practical completion of 1,000m² of flexible community floorspace within the Eastern Lands in accordance with the relevant Phase 3 Details and all other relevant Necessary Consents.

Reason: To ensure the timely provision of community facilities in accordance with the ICP.

Western Brent Riverside Park

22.4. Not to Occupy more than 500 residential units within the Brent Cross West zone prior to practical completion of the Western Brent Riverside Park in accordance with the relevant Necessary Consents.

Reason: To ensure the appropriate and timely provision of Brent Riverside Park in accordance with the DSF and ICP.

Eastern Park (Part 2)

22.5. Not to Occupy more than 2,000 residential units in the Eastern Lands Zone prior to the practical completion of the Eastern Park (Part 2) in accordance with the relevant Necessary Consents.

Reason: To ensure the appropriate and timely provision of Eastern Park in accordance with the DSF and ICP.

Eastern Lands Green Corridor (Part 2)

22.6. Not to Occupy more than 2,000 residential units within the Eastern Lands zone prior to the practical completion of that part of the Eastern Lands Green Corridor north of the A41 pedestrian bridge in accordance with the relevant Phase 3 Details and all other relevant Necessary Consents.

Reason: To ensure the appropriate and timely provision of Eastern Lands Green Corridor in accordance with the DSF and ICP.

23.Phase 4 Triggers and Thresholds

A5 Junction to Rail freight Facility

23.1. Not to Occupy the new Rail Freight Facility until practical completion of the A5 Junction to Rail Freight Facility in accordance with the relevant Phase 4 Details and all other relevant Necessary Consents.

Reason: To facilitate the operation of the Rail Freight Facility

Claremont Road Junction South

23.2. Not to Occupy more than 750 residential units within the Brent Terrace Zone south of the MML Bridge prior to the practical completion of the Claremont Road Junction South in accordance with the relevant Phase 4 Details and all other relevant Necessary Consents.

Reason: To facilitate residential development within the Brent Terrace Zone and improve access into the wider regeneration area from other parts of North London.

Millennium Green

23.3. Not to Occupy more than 500 residential units within the Brent Terrace Zone prior to practical completion of the Millennium Green Improvements in accordance with the relevant Phase 4 Details and all other relevant Necessary Consents.

Reason: To ensure the appropriate and timely provision of Millennium Green Improvements in accordance with the DSF and ICP.

Gas Governor Square

23.4. Not to Occupy more than 500 residential units within the Brent Terrace Zone prior to practical completion of Gas Governor Square in accordance with the relevant Phase 4 Details and all other relevant Necessary Consents.

Reason: To ensure the appropriate and timely provision of Community Square in accordance with the DSF and ICP.

Child Care Facilities (Brent Terrace Zone)

23.5. Not to Occupy more than 1,500 residential units within the Brent Terrace Zone prior to the provision of Child Care Facilities (Brent Terrace Zone) in accordance with the relevant Phase 4 Details and all other relevant Necessary Consents.

Reason: To ensure the timely provision of child care facilities in accordance with the ICP.

24.Phase 5 Triggers and Thresholds

Spine Road North & South

24.1. Not to Occupy more than 750 residential units north of the new Road Bridge over the MML in the Brent Terrace zone prior to practical completion of the Spine Road North in accordance with the relevant Phase 5 Details and all other relevant Necessary Consents.

24.2. Not to Occupy more than 750 residential units south of the new Road Bridge over the MML in the Brent Terrace zone shall be Occupied prior to practical completion of the Spine Road South in accordance with the relevant Phase 5 Details and all other relevant Necessary Consents.

Reason: To support development in the Brent Terrace Zone and improve access within the regeneration area.

A5/MML Link Road over Midland Mainline Junction and Bridge Structure B2 (A5 Link Bridge)

24.3. Not to Occupy more than 1,000 residential units in the Brent Terrace Zone or 4,500 residential units in the Southern Development prior to practical completion of the A5 A5/MML Link Road over Midland Mainline Junction and Bridge Structure B2 (A5 Link Bridge), in accordance with the relevant Phase 5 Details and all other relevant Necessary Consents.

Reason: To facilitate residential development within the Brent Terrace Zone and improve access into the site from other parts of North London.

A5 Junction (with the Road Bridge over the MML)

24.4. The development of the A5 Junction (with the Road Bridge over the MML) shall not begin until any traffic management measures to Oxgate Gardens and Dollis Hill Lane (between its junction with the A5 and Coles Green Road) (as identified in the A5 Corridor Study)

and required by the London Borough of Brent are covered by a section 278 agreement

Reason: To mitigate transport impacts on this part of the transport network and support development to the south of the A406. Transport Interchange T1 (New Train Station & Transport Interchange)

Transport Interchange T1 (New Train Station and Transport Interchange)

24.5. Not to begin any Plot Development in the Station Quarter Zone which comprises B1 Business floorspace (and for the avoidance of doubt this shall exclude the CHP) unless and until the developers shall have completed an unconditional contract with Network Rail or its agents to construct and deliver Transport Interchange T1 (New Train Station and Transport Interchange) in accordance with the Detailed Delivery (Non-PDP) Programme and the relevant Phase 5 Details and all other relevant Necessary Consents and not to Occupy more than 100,000sqm of B1 business floor space in the Station Quarter Zone unless and until the station is practically completed and available for Occupation and public use.

Reason: To facilitate the sustainable development of the proposed new business floorspace within the Station Quarter and improve the accessibility of the wider regeneration area by public transport.

Child Care Facilities (Station Quarter Zone)

24.6. Not to Occupy more than 100,000 sq m of office floorspace in the Station Quarter Zone prior to the provision of the Child Care Facilities (*Station Quarter Zone*) completed in accordance with the relevant Phase 5 Details shall have been made available for lease within the Station Quarter Zone.

Reason: To ensure the timely provision of child care facilities in accordance with the ICP.

Brent Terrace Park

24.7. Not to Occupy more than 1,500 residential units within the Brent Terrace Zone prior to the practical completion of Brent Terrace Park in accordance with the relevant Phase 5 Details and all other relevant Necessary Consents.

Reason: To ensure the appropriate and timely provision of Brent Terrace Park in accordance with the DSF and ICP.

Railway Lands Nature Park

24.8. Not to Occupy more than 1,500 residential units within the Brent Terrace zone prior to practical completion of Railways Lands Nature Park, in accordance with the relevant Phase 5 Details and all other relevant Necessary Consents.

Reason: To ensure the appropriate and timely provision of Railway Lands Nature Park in accordance with the DSF and ICP.

Bridge Structure B3 (Geron Way Pedestrian Bridge)

24.9. Not to Occupy more than 100,000 sq.m of business floorspace in the Station Quarter Zone prior to practical completion of the Bridge Structure B3 (Geron Way Pedestrian Bridge), in accordance with the relevant Phase 5 Details and all other relevant Necessary Consents.

Reason: To facilitate the development of new business floorspace within the Station Quarter and improve the accessibility of the wider regeneration area with other parts of London for pedestrians and cyclists.

25.Phase 6 Triggers and Thresholds

Tower Square

25.1. Not to Occupy more than 100,000 sq.m of office development space within the Station Quarter zone prior to the practical completion of Tower Square, in accordance with the relevant Phase 6 Details and all other relevant Necessary Consents.

Reason: To ensure the appropriate and timely provision of Tower Square in accordance with the DSF and ICP.

Northern Nature Park

25.2. No to Occupy more than 100,000 sq.m of office development space within the Station Quarter zone prior to the practical completion of the Northern Nature Park, in accordance with the relevant Phase 6 Details and all other relevant Necessary Consents.

Reason: To ensure the appropriate and timely provision of Northern Nature Park in accordance with the DSF and ICP.

North Circular Green Corridor

25.3. Not to Occupy more than 100,000 sq.m of office development space within the Station Quarter zone prior to the practical completion of the North Circular Green Corridor, in accordance with the relevant Phase 6 Details and all other relevant Necessary Consents.

Reason: To ensure the appropriate and timely provision of North Circular Green Corridor in accordance with the DSF and ICP.

26.Phase 7 Triggers and Thresholds

Tilling Road West Re-alignment and Improvement Works

26.1. Not to Occupy any office floorspace hereby approved on the site of the existing Brent South Shopping Park until practical completion of Tilling Road West Re-alignment Works (Part 2), in accordance with the relevant Phase 7 Details and all other relevant Necessary Consents

Reason: to support the development of business floorspace within the Station Quarter Zone and improve the wider accessibility of the regeneration area.

Office District Park

26.2. Not to Occupy more than of 275,000 sq.m of office development space within the Station Quarter Zone prior to practical completion of Office District Park, in accordance with the relevant Phase 7 Details and all other relevant Necessary Consents.

Reason: To ensure the appropriate and timely provision of Office District Square accordance with the DSF and ICP.

Community Square

26.3. Not to Occupy more than 275,000 sq.m of office development space within the Station Quarter Zone prior to practical completion of Community Square, in accordance with the relevant Phase 7 Details and all other relevant Necessary Consents.

Reason: To ensure the appropriate and timely provision of Community Square in accordance with the DSF and ICP.

PART D – General Conditions

27. Ecology & Landscaping

27.1. No Reserved Matters Application shall be submitted in any given Phase or Sub-Phase of the Development unless and until a scheme showing existing landscape features within that Phase (or Sub Phase) in accordance with the Schedule of Mitigation Measures, has been submitted to the LPA. The scheme shall comply with the requirements specified in BS 5837 (2005) 'Trees in relation to construction' and shall show land survey information, the position, species, trunk diameter, height, canopy spread and condition of all the existing trees, plants and shrubs (with a stem diameter, measured over the bark, of 75mm or greater) which are on the Site within the relevant Phase or Sub-Phase or within 10 metres of the perimeter of that part of the Development which is comprised within the respective Reserved Matters Application, as well as existing ground levels. The scheme shall also show which of the existing trees, plants and shrubs are to be retained and which are to be removed. None of the existing trees, plants and shrubs, within the Phase or Sub Phase, which are shown to be removed shall be removed until the scheme has been approved in writing by the LPA .

Reason: To ensure compliance with BS5837 (2005) and to ensure high standards of design and implementation of landscaping and the public realm in accordance with the mitigation measures proposed and described in the Environmental Statement and the Design & Access Statement.

27.2. No Reserved Matters Application shall be submitted in any given Phase or Sub Phase of the Development unless and until an arboricultural methods statement for the protection of all existing trees, plants and shrubs indicated to be retained in the scheme approved under Condition 27.1 has been submitted to the LPA. The methods statement shall be prepared by an appropriately qualified and competent arboriculturalist and other relevant experts. It shall detail how construction works will be carried out close to trees, setting out the methodology for all proposed works that affect trees on and adjacent to the works site and shall include such preliminary investigations or work necessary to ensure that later submission of details for Conditions 27.5, 27.8, 27.9, and in relation to the relevant phase or sub-phase, details of the Wetland Area within the Eastern Brent Riverside Park as required by Condition 13.1 would not result in material changes to the approved method statement. It shall include details on how the works will be managed and how the trees

will be adequately protected during such a process. The methods statement shall include as a minimum:

- a) A timetable indicating when works adjacent to trees shall be carried out.
- b) Schedule of Tree surgery works (prior to and upon completion of construction works).
- c) Root protection areas (RPA)
- d) Position, height and nature of all fences or other means of protection proposed to surround each existing tree, plant and shrub
- e) Specification for level changes
- f) Excavations for services, utilities and drainage (depth, width, methods)
- g) Foundations (depth, width, methods)
- h) Location and details of chemical and materials stores, refuelling facilities, machinery parking etc
- i) Contingency Plans (chemical spillage, collision, emergency access to the TPZ)
- j) Tree survey schedule
- k) Contact listing (LPA, arboriculturalist, architect etc)

Copies of this document shall be available for inspection on site. The developer shall inform the LPA within twenty-four hours if the arboricultural consultant is replaced.

Reason: To ensure high standards of design and implementation of landscaping and the public realm in accordance with the mitigation measures proposed and described in the Environmental Statement and the Design & Access Statement.

27.3. The protection measures as approved in accordance with Condition 27.2 shall be undertaken before any work in connection with the approved development begins at any given Phase, or Sub Phase and shall be retained for the entire period of the duration of any construction work in the relevant Phase or Sub-Phase, in connection with the Development. Within the fence or other means of enclosure

surrounding each tree, plant or shrub, no activities associated with building operations shall take place (including the placing or storage of any structure, vehicle, plant, machinery, equipment, materials or spoil) nor shall any fires be lit, nor any changes in ground level be made, unless in accordance with the methods statement and previously agreed in writing by the LPA. All arboricultural and other works shall be undertaken in a RPA in accordance with the methods statement shall be supervised by an arboriculturalist.

Reason: To ensure high standards of design and implementation of landscaping and the public realm in accordance with the mitigation measures proposed and described in the Environmental Statement and the Design & Access Statement

27.4. The relevant Reserved Matters Applications and Other Matters Applications submitted for approval in accordance with Conditions 1.15 and 1.16 and 27.5 and the supporting information submitted with such applications in accordance with Condition 2.1 shall further show proposals for new trees, plants and shrubs and seeded areas and new ground levels including any green roofs. The details submitted shall include:

- a) The specification of all plant material in accordance with the National Plant Specification
- b) The location, spacing, species and mixes of the planting
- c) Details of provenance for all native species
- d) Details of plant handling, horticultural accessories and establishment aftercare.

All new planting shall comply with the requirements specified in BS 5236 (1975) Advanced Nursery stock Trees; BS 3936 (1980) 'Specification of nursery stock: Part 1, Trees and Shrubs', and in BS 4428 (1969) 'Recommendations for general landscape operations'. Apart from formative pruning in accordance good arboricultural practice, none of the new trees, plants or shrubs planted shall be pruned within a period of five years from the completion of the development.

Reason: To ensure high standards of design and implementation of landscaping and the public realm in accordance with the mitigation measures proposed and described in the Environmental Statement and the Design & Access Statement.

27.5. No development shall begin in any Phase or Sub Phase until the following details on the construction of any of the Principal Open Spaces included within that Phase or Sub-Phase have been submitted to and approved by the LPA in accordance with the principles and parameters described or referred to in the DSF and/or the Design and Access Statement and the Design Guidelines:

- a) the layout, design and purpose of the space;
- b) the location of internal pedestrian and/or cycle routes;
- c) details of all materials to be used on external hard surfaces;
- d) the location, design or specification of any elements such as furniture, signage, lighting and other structures;
- e) details of seed mixes, trees or shrubs to be planted or of vegetation to be allowed to regenerate to create semi-natural habitats in respect of Nature Parks;
- f) details of bird and bat boxes or any other artificial habitats to be installed;
- g) a wind tunnel or other assessment of pedestrian comfort (as set out in Condition 34.1);
- h) details of any boundary fencing or other means of enclosure; and
- i) a statement demonstrating conformity with relevant parameters and principles described in the DSF (including all Parameter Plans and paragraph 2.70), and the Design & Access Statement and Design Guidelines.

Reason: To ensure high standards of design and implementation of landscaping and the public realm in accordance with the mitigation measures proposed and described in the Environmental Statement and the Design & Access Statement.

27.6. Any Reserved Matters Applications which include Landscaping Works shall include a detailed programme for commencing and completing the planting, and the Landscaping Works so approved shall be carried out in accordance with the approved programme.

Reason: To ensure the timely implementation of Landscaping Works.

27.7. Any trees, plants or shrubs which, within a period of five years, from the completion of the development die, are removed, or become seriously damaged or diseased or otherwise fail to thrive, shall be replaced in the next planting season with others of similar size and species unless and to the extent that any variation to the approved landscaping works is first approved in writing by the LPA to the extent that such approval is reasonable and unlikely to have any significant adverse environmental impact which has not been assessed in the EIA Process.

Reason: To ensure high standards of design and implementation of landscaping and the public realm.

27.8. The Development shall not begin (including Temporary Works and Preparatory Works save and except the works required in accordance with this Condition) in any given Phase or Sub Phase unless and until a pre-construction survey has been carried out in respect of that Phase or Sub Phase to identify any areas that are affected by buried or surface invasive non-native plants including but not limited to Japanese Knotweed, Giant Hogweed and Himalayan Balsam. The survey should be accompanied by a method statement containing measures to ensure that any soils brought to the site are free of the seeds / root / stem of any invasive plant covered under the Wildlife and Countryside Act 1981. In the event that the survey identifies the presence of such plants, or any other proscribed noxious weeds, details of the locations and methods for their removal or long-term management/eradication with methods of working and measures that will prevent its spread during any works operations, (such as gaining access, erection of security fencing, clearance and demolition, site investigation, earthworks, mowing, trimming and other vegetation management, or soil movement,) shall be submitted to and approved in writing by the LPA and implemented before development begins within that Phase or Sub Phase. Development shall proceed in accordance with the approved method statements.

PROVIDED THAT the pre-construction invasive plants survey may be prepared submitted and approved in accordance with this Condition in advance of submission and approval of the A5 Corridor Study and/or any other applications for Other Matters Approvals under any

other conditions (which shall not restrict such submission and approval).

Reason: The spread of invasive non native plants is prohibited under the Wildlife and Countryside Act 1981. Without measures to prevent their spread as a result of the development, there would be the risk of an offence being committed and avoidable harm to the environment occurring.

27.9. No development shall begin in any Phase or Sub-Phase of the Development unless and until a Landscape and Ecology Management Plan (LEMP) for that Phase or Sub Phase including long-term design objectives, proposed management responsibilities and draft maintenance schedules for all landscaped areas (except privately owned domestic gardens), shall be submitted to and approved in writing by the LPA. The LEMP shall be carried out and implemented as approved and subsequent variations shall be agreed in writing by the LPA. Further to the above, the LEMP shall include the following elements:

- a) detail extent, type and provenance of new planting (native species only)
- b) details of maintenance regimes
- c) details of monitoring for all landscape and ecological elements
- d) details of treatment of site boundaries and/or buffers around water bodies.

Reason: to ensure the protection of wildlife and supporting habitat and secure opportunities for the enhancement of the nature conservation value of the site in line with PPS9 and Article 10 of the Habitats Directive.

27.10. Prior to occupation of development in any Phase of the Development the Developers shall confirm in writing to the LPA the confirmed details for management responsibilities and maintenance schedules identified under Condition 27.9 which shall be appended to the LEMP.

Reason: to ensure the protection of wildlife and supporting habitat and secure opportunities for the enhancement of the nature conservation value of the site in line with PPS9 and Article 10 of the Habitats Directive.

27.11. The Wetland Area included within the Eastern River Brent Alteration and Diversion Works and the River Brent Nature Park shall be constructed in accordance with Condition 20.15 and 20.21 and a scheme for the Wetland Area shall (in accordance with Condition 13.1) be submitted to and approved in writing by the LPA prior to the beginning of the Wetland Area Works as part of the Phase 1 Details.

Reason: To ensure that the proposed new wetland area is developed in a way that contributes to the nature conservation value of the site in accordance with national planning policy by providing suitable habitats for wildlife.

27.12. No development shall begin within any Phase or Sub Phase in which any existing park or public open space (or any part of such parks or public open space) are to be removed or made inaccessible to the public unless and until details and locations for any necessary Temporary Open Space to replace such areas or details of qualitative enhancements to existing spaces save for Clarefield Park have been submitted and approved by the LPA as part of the relevant Phase Details. The provision of such Temporary Open Space or qualitative enhancements to existing spaces shall be included in the ICP and the relevant detailed delivery programme for the Phase or Sub Phases in which such existing park or public open space (or any part of such parks or public open space) is to be removed or made inaccessible to the public and for the Phase or Sub Phase in which such temporary open space is to be provided.

Reason: To ensure adequate amenity space provision during the construction of development.

27.13. The detailed method statements, schemes proposals and further information required by Conditions 27.5, 27.8 and 27.9 and, in relation to the relevant Phase or Sub-Phase, 27.11 the details of the wetland area within the Eastern Brent Riverside Park required under Condition 13.1 must be submitted to the LPA for consideration simultaneously.

Reason: In order to allow the comprehensive and integrated consideration and assessment of these related Conditions in the interest of the ecological sustainability and the future amenity of the proposal.

27.14. No more than six months before the demolition of any building or felling of any tree identified in the Revised Environmental Statement as having the potential to be used as a bat roost, a check

survey involving detailed inspection of the building or tree concerned shall be undertaken. Should bats be identified, this shall be reported to the LPA, together with proposed mitigation measures. The demolition or removal shall not be undertaken until any necessary bat handling licence has been obtained and the LPA has approved the mitigation measures. The mitigation measures shall be undertaken in accordance with the bat licence.

Reason: To ensure that appropriate mitigation is provided for bats, all species of which are protected under the Wildlife and Countryside Act 1981.

28. Construction

28.1. Not to begin Construction work or any Site Engineering and Preparation Works, Plot Development, or in relation to any Building or Bridge Structure on any Phase Sub-Phase Plot or other part of the Site unless and until a CEMP for all Site Engineering and Preparation Works, Plot Development, Building or Bridge Structure has been prepared and approved in respect of such Phase Sub-Phase Plot or other part of the Site in accordance with Condition 8.3 and all works in relation to such Phase Sub-Phase Plot or other part of the Site shall be undertaken fully in accordance with the approved CEMP.

Reason: To protect the amenities and environment of residents and other sensitive receptors.

28.2. Not to begin Construction work or any Site Engineering and Preparation Works, Plot Development, Building or Bridge Structure on any Phase Sub-Phase Plot or other part of the Site unless and until a Site Waste Management Plan for such Construction work Site Engineering and Preparation Works, Plot Development, Building or Bridge Structure has been prepared in accordance with the parameters and principles in paragraphs 2.50 and 2.51 of the DSF and the Demolition and Site Waste Management Strategy approved in accordance with Condition 9.1. All works carried out in relation to such Phase Sub-Phase Plot or other part of the Site shall be undertaken planned and managed fully in accordance with the Demolition and Site Waste Management Strategy, the Code of Construction Practice and the requirements of the Environment Agency, as well as the Site Waste Management Plan.

Reason: To ensure effective demolition and waste management in accordance with the mitigation measures proposed and described in the Environmental Statement and the DSF.

28.3. The permitted hours of construction work and/or Site Engineering and Preparation Works shall be 08.00 to 18.00 on Monday to Friday and 08.00 to 13.00 on Saturdays and no construction or Site Engineering and Preparation Works shall be carried out outside these specified permitted hours without the written consent of the LPA. No construction or Site Engineering and Preparation Works shall be carried out on Sundays or Bank Holidays. Construction activities and/or Site Engineering and Preparation Works that elevate noise levels, measured as LAeq, 1hr, by more than 3dB above the ambient level at the façade of any Noise Sensitive Premises outside the Site may only take place outside the specified normal hours of construction work, where such works have been approved by the Local Authority under s61 of the Control of Pollution Act 1974.

Reason: To protect the amenities and environment of residents and other sensitive receptors.

28.4. Unless otherwise approved by the Local Authority under s61 of the Control of Pollution Act 1974, the start up and shut down periods shall be 07.30 to 08.00 and 18.00 to 18.30 respectively on Monday to Friday and 07.30 to 08.00 and 13.00 to 13.30 on Saturdays.

Reason: To protect the amenities and environment of residents and other sensitive receptors.

28.5. All deliveries to the Site or removal of materials from the Site shall take place during the hours, and in the manner specified, in the Construction Transport Management Plan, Construction Environmental Management Plan and CoCP.

Reason: To protect the amenities and environment of residents and other sensitive receptors.

28.6. Before any of the following construction facilities are installed, or brought into use, on the Site, the details of the siting and dimensions of that construction facility shall be submitted to and approved by the LPA:

- a) prefabricated buildings greater than two storeys in height or with a footprint of 200 sq. metres within 100m of the boundary of the Site;
- b) concrete batching plant;
- c) waste sorting and despatch facilities larger than 0.5ha; and

d) Construction compounds larger than 0.5ha.

If, following approval, any of these facilities needs to be moved and the move is reasonable and unlikely to have any significant adverse environmental impact which has not been assessed in the EIA Process, the LPA shall be given 14 days notice of any intended move. Unless the LPA gives notice to the contrary within that period, the move can take place.

Reason: To protect the amenities of local residents and others.

28.7. Not to begin the construction of any building, bridge or other structure requiring foundations that extend 3m or more below ground level and any foundations over River Terrace Gravel strata unless and until the details of foundation design, including details of any piling and a method statement for that piling which shall be in accordance with the Global Remediation Strategy and the relevant Site Specific Remediation Strategy, shall have been submitted to and approved by the LPA.

Reason: To avoid risk to human health or contamination of controlled waters and any adverse effect on amenity of residents.

28.8. Piling or any other foundation designs using penetrative methods, and the construction of boreholes (including those for Ground Source Heat Pumps) shall not be permitted other than with the express written consent of the LPA, which may only be given for those parts of the Site where it has been demonstrated (having due regard to the Global Remediation Strategy and the relevant Site Specific Remediation Strategy) that there is no resultant unacceptable risk to groundwater. The Development shall be carried out in accordance with the approved details.

Reason: The construction of piles or boreholes would create a potential pathway for surface contamination to enter the major aquifer in the chalk below the Site.

28.9. Noise levels at any occupied residential property due to construction or demolition or Site Engineering and Preparation Works shall not exceed 75dB LAeq (10 hour) measured at 1m from the façade of the nearest occupied property, during the hours from 08.00 to 18.00 Monday to Friday, and 75dB LAeq (5 hour) during the hours from 08.00 to 13.00 on Saturday unless such works have the prior approval of the Local Authority, under s61 of the Control of Pollution Act 1974.

Reason: To ensure that best practicable means are used to reduce noise generated by construction.

28.10. Noise from construction work or Site Engineering and Preparation Works and/or demolition and/or construction works shall give rise to noise levels no higher than 65dB LAeq (1 hour) and 70dB LAeq (1 minute) at any educational premises measured at 1m from the façade of the building during school hours in term time, unless such works have the prior approval of the Local Authority under s61 of the Control of Pollution Act 1974.

Reason: To ensure that best practicable means are used to reduce construction noise affecting the users of educational buildings.

28.11. No impact piling shall take place unless it has the prior approval of the LPA under s61 of the Control of Pollution Act 1974 or otherwise to the extent that such approval is reasonable and unlikely to have any significant adverse environmental impact which has not been assessed in the EIA Process and takes place in accordance with the terms of any such approval.

Reason: To avoid unnecessary noise from piling operations.

29.Noise

29.1. Prior to, or coincident with the submission of each Reserved Matters Application for residential uses, an Acoustic Design Report shall be submitted to the LPA describing the design features that have been used to achieve good internal noise standards with reference to BS8233 as referred to in Paragraph 2.82 of the DSF. The report shall demonstrate that the following hierarchy of noise mitigation measures has been considered so that the use of noise insulation, whilst necessary in some areas, is minimised:

- a) Site layout to locate non-noise-sensitive buildings adjacent to road/rail noise sources to provide screening to residential units;

- b) Residential block layout design to locate non-sensitive uses on noisy facades;
- c) The provision of 'quiet facades' to residential units where practicable;
- d) Architectural features such as balconies and to provide local screening to windows to sensitive rooms; and
- e) Resurfacing of roads with low noise surfaces, including the A406 running planes past the development;
- f) Opportunities for noise barriers adjacent to road and railway noise sources;
- g) Upgraded glazing and external building fabric to attenuate noise ingress, and where necessary, acoustic ventilation, passive wherever practicable (provided a positive flow of air, e.g. passive stack not trickle vents), to allow windows to remain closed where necessary.

The Details submitted in connection with the relevant Reserved Matters Application shall be in accordance with the Acoustic Design Report to be approved in accordance with this Condition.

Reason: To protect the amenities of local residents and other sensitive receptors.

29.2. No development shall begin within any given Phase Sub-Phase or Plot or other part of the site unless and until a detailed scheme for noise and Vibration monitoring and assessment for all proposed construction plant and processes associated with development in that Phase Sub-Phase or Plot has been submitted to and approved by the LPA. The scheme shall include:

- a) the identification of noise and vibration sensitive premises to be used as the location for noise monitoring, including any arrangements proposed for amending the selected locations if new Noise and vibration sensitive premises are introduced during the construction period;
- b) an assessment of any cumulative noise and vibration impacts from other planned construction works nearby that are expected to arise concurrently;
- c) the noise and vibration parameters to be measured, the frequency and duration of monitoring;

- d) the arrangements for reporting the results of noise and vibration monitoring (measured noise data shall be retained and made available upon request);
- e) the implementation of mitigation measures, including those set out in the CoCP;
- f) Construction work shall not begin on any Building or Bridge Structure until a statement has been submitted to and approved by the LPA which conforms to, or if necessary modifies, the arrangements set out in the approved scheme for noise and vibration monitoring and assessment.

Reason: To protect the amenities of local residents and other sensitive receptors.

29.3. No residential development shall be occupied within the Station Quarter, Brent Terrace and Cricklewood Lane Zones, unless and until the eastern boundary of the railway has been securely fenced where necessary and appropriate. The fence shall be no less than 2.0 metres in height and, achieve the noise attenuation performance standard for such fences set by the Department for Transport for highway schemes.

Reason: To protect the amenities of local residents and other sensitive receptors.

29.4. Buildings in the following categories shall be designed to achieve the good internal noise standards (as per BS:8233) specified for the following Noise Sensitive Premises:

- a) hospitals and other health care facilities, as set out in 'Health Technical Memorandum 08 – 01 Acoustics';
- b) schools, as set out in DCS Building Bulletin 93; and
- c) Residential and offices and other uses, as set out in BS8233:1999.

In each case, the most up to date version or any successor document shall be used at the time of design.

Sound levels in residential units shall be measured to demonstrate compliance with the above values within the habitable rooms or an agreed number of units by an approved acoustic consultant and submitted to and approved by the LPA prior to the units being occupied.

Reason: To ensure that good practice standards for internal noise are implemented.

29.5. Where building services, plant or other external noise sources are to be installed, the total noise level of such items shall be at least 5dB(A) below the prevailing background LA90 noise level, measured at the nearest Noise Sensitive Premises., in accordance with BS4142 or successive guidance.

Reason: To protect the amenities of local residents and other sensitive receptors.

29.6. No wind turbines shall be installed unless permitted under any Alternative Energy Permission or by any permitted development rights under the GPDO for microgeneration or a Reserved Matters Application has been submitted and approved by the LPA. The Reserved Matter Application shall include details of the following:

- a) elevations and sections of the turbines, including any masts and above ground structures;
- b) external materials and colours;
- c) background LA90 noise levels, the specified noise emissions levels from the turbines and an assessment of predicted noise levels at the nearest Noise Sensitive Premises in accordance with DTI guidance given in ETSU-R-97 or successor guidance, this must be prepared by an approved acoustic consultant;
- d) an assessment of the visual impacts, in the context of proposed buildings and land to which the public will have access; and
- e) a statement demonstrating how shadow flicker and/or distraction to drivers will be reduced to an acceptable minimum level.
- f) maintenance schedule

Reason: To ensure that any turbines installed have an acceptable environmental impact

29.7. No construction of any building to be occupied for residential, educational or community or other sensitive uses within 100 metres of a railway track or within 40 metres of a major road (M1, A5, A41, A406) shall begin until a scheme for protecting the proposed Plot from vibration, has been submitted to and approved by the LPA. The vibration protection scheme should include such combination of land

separation, vibration control techniques and other measures, as may be approved by the LPA, in the light of current guidance on vibration levels. The approved mitigation scheme shall be implemented in its entirety before any of the units comprised in the Plot Development are Occupied.

Reason: To ensure that the amenities of occupiers are not prejudiced by rail and/or road traffic vibration in the immediate surroundings of Plot Development.

29.8. Before development begins upon any Building intended and permitted to be used for any residential or other noise sensitive uses, a scheme of detailed noise mitigation measures which demonstrates how noise standards in paragraphs 2.82, 2.83, 2.84 and 2.85 of the Revised Development Specification and Framework (BXC01) would be met shall be submitted to and agreed in writing by the LPA. Thereafter the development shall be carried out in accordance with the approved document and any subsequent amendments shall be approved in writing by the LPA. The approved mitigation scheme shall be implemented in its entirety before the use begins.

Reason: To protect the amenities of local residents and other sensitive receptors.

29.9. NOT USED

29.10. Prior to the beginning of development of the Brent Riverside Park, details of the A406 noise barrier, or alternative noise mitigation measures shall be submitted to and approved by the local planning authority. The approved mitigation scheme shall be implemented in its entirety before the riverside park becomes accessible to the public.

Reason: To protect the amenity of users of the Brent Riverside Park.

30. Air Quality and Dust

30.1. No Development shall begin within a Phase or Sub-Phase until a scheme for dust monitoring, assessment and control resulting from construction activities within that Phase or Sub-Phase (or any nearby Phase or Sub-Phase) has been submitted to and approved by the LPA. The scheme shall include:

- a) the identification of dust sensitive premises to be used as the location for dust monitoring, including any arrangements proposed for amending the selected locations if new air pollutant and dust sensitive premises are introduced;
- b) the frequency and other arrangements for air pollutants and dust monitoring;
- c) the arrangements for reporting the results of air pollutants and dust monitoring and the implementation of mitigation measures, including those in the CoCP; and
- d) the air pollutant and dust management procedures to be used in the event of unacceptable increases in monitored levels.

Reason: To protect the amenities of residents and occupiers of other buildings.

30.2. Not to begin any Construction work or Site Engineering and Preparation Works Plot Development Building or Bridge Structure within any Phase or Sub-Phase until a Statement has been submitted to and approved by the LPA which confirms, or if necessary modifies, the arrangements set out in the approved scheme for air pollution and dust monitoring and assessment in respect of such Phase or Sub-Phase in order to appropriately protect the amenities of residents and occupiers in the locality.

Reason: To protect the amenities of residents and occupiers of other buildings.

30.3. Before development begins within any Phase or Sub-Phase a scheme of proposed air pollution measures which demonstrate how air quality standards committed to in paragraph 2.86 of the Revised Development Specification and Framework (BXC01) shall be submitted to and approved in writing by the LPA. Thereafter the development shall be carried out in accordance with the approved document. The approved mitigation scheme shall be implemented in its entirety before the use begins.

Reason: To ensure that the amenities of occupiers are protected from the poor air quality resulting from the development.

30.4. Prior to the beginning of any Building details of all extraction and ventilation equipment shall be submitted to and approved in writing by the LPA and implemented in accordance with agreed details before the use is begun.

Reason: To ensure that the proposed development does not prejudice the enjoyment or amenities of occupiers of adjoining residential properties.

30.5. Six months before the development begins to the North of the A406 an Air Quality Monitoring Station will have been established within Brent Cross West Development Zone to monitor levels of NO₂ and PM₁₀. The specification and location must be agreed in advance with LBB's Scientific Services. The developer is responsible and hence must carry out all the duties of the day to day running of the station. This includes servicing, calibration, ratification of data and all data management. Ratified data from the monitoring station will be submitted to LBB SS officers prior to beginning of construction activities to provide a baseline and on a monthly basis throughout the entire BXC construction period and at the request of the LBB SS team.

Reason: To protect the amenities of residents and occupiers of other buildings south of the A406

30.6. Six months before the development begins to the South of the A406 an Air Quality Monitoring Station will have been established within Eastern Lands Development Zone to monitor levels of NO₂ and PM₁₀. The specification and location must be agreed in advance with LBB's Scientific Services. The developer is responsible and hence must carry out all the duties of the day to day running of the station. This includes servicing, calibration, ratification of data and all data management. Ratified data from the monitoring station will be submitted to LBB SS officers prior to beginning of construction

activities to provide a baseline and on a monthly basis throughout the entire BXC construction period and at the request of the LBB SS team.

Reason: To protect the amenities of residents and occupiers of other buildings south of the A406

30.7. All development plots including residential development adjacent to the A5, M1, A406 or A41 must include air quality monitoring tubes to monitor levels of NO₂ and PM₁₀ within new residential development and amenity space. The specification and location must be agreed in advance with LBB's Scientific Services. The developer is responsible and hence must carry out all the duties of the day to day running of the stations. This includes servicing, calibration, ratification of data and all data management. Ratified data from these monitoring stations will be submitted to LBB SS officers prior to beginning construction activities to provide a baseline and on a monthly basis throughout the entire BXC construction period, for 5 years following first occupation of each plot and at the request of the LBB SS team.

Reason: To protect the amenities of residents and occupiers of other buildings.

31. Remediation of Contamination

31.1. No Reserved Matters Application shall be submitted in relation to any part of Phase 1 (North) or Phase 1 (South) and/or Phase 2 (North) or Phase 2 (South) (as the case may be) or in relation to any other Phase and no works shall be carried out pursuant to this Planning Permission unless and until details of proposed Remediation Zones or Sub-Zones for relevant Phase or Sub-Phase along with schedules of earthworks and soil treatment activities relevant to each Remediation Zone or Sub-Zone covering or comprising such Phase or Sub-Phase shall have been submitted to and approved by the LPA. No Development shall begin in any subsequent Phase or Sub-Phase, unless and until the locations of the Remediation Zones or Sub-Zones relevant to such Phase or Sub-Phase shall have been reviewed, and details of such review have been submitted to and approved by the LPA in accordance with this Condition and the Global Remediation Strategy and the relevant Site Specific Remediation Strategy.

Reason: To enable the LPA to control the remediation of contaminated land.

31.2. No Remediation Works shall take place within any Phase or Sub-Phase unless and until a Site Specific Remediation Strategy (SSRS) has been prepared, submitted and approved by the LPA for the relevant Remediation Zone or Sub-Zone containing that Phase or Sub Phase. This should set out how the relevant Remediation Zone or Sub-Zone or (if appropriate) that Phase Sub-Phase or Plot will be remediated to a condition suitable for the intended use by removing unacceptable risks to human health, buildings and other property and the natural and historic environment. The SSRS shall be in accordance with the parameters and principles described in the Global Remediation Strategy (provided as Annex 13 to the DSF) and shall include the following details:

- a) chemical and physical criteria for soils and other infill materials to define the acceptability of materials for their intended use on the site;
- b) sufficient ground investigation data to assess the risks to human health and controlled waters from potential hazards at the site associated with soil and ground water contamination or ground gases, taking into account the proposed land uses and required earthworks;
- c) a source-pathway-receptor human health environmental risk assessment undertaken using the Contaminated Land Exposure Assessment methodology or successor national guidance, agreed by the LPA as being appropriate at the time such risk assessment is undertaken;
- d) an environmental risk assessment using national guidance, agreed by the LPA, for the protection of asphyxiation and explosive risks in buildings and the health of plants used in the final development;
- e) a detailed controlled waters risk assessment, using methods agreed by the LPA (in consultation with the Environment Agency), which includes analytical modelling for the protection of water quality in the River Brent taking account of ground hydraulics applicable to the re-aligned river;
- f) a description of any remediation works and programme that are necessary to be undertaken in advance of, or during, the construction works to render the land suitable for its intended uses;

- g) appropriate proposals for the management of any-cross-boundary movement of contaminants, in ground water or otherwise, into or out of the Remediation Zone;
- h) details of the proposed content of the Remediation Validation report and any monitoring to be provided (including longer-term monitoring of pollutant linkages), maintenance measures and arrangements for contingency action; and
- i) a detailed programme for any remediation works, method statements, verification and validation programme and proposed environmental mitigation and monitoring measures to be employed.

Each SSRS must ensure that the site will not qualify as contaminated land under Part 2A of the Environmental Protection Act 1990 in relation to the intended use of the land after remediation.

Reason: To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors.

31.3. No amendments shall be made to the SSRS unless approved by the LPA. Approval for amendments will only be granted provided the revised SSRS is unlikely to cause significant adverse impacts compared to the SSRS as approved under Condition. 31.2.

Reason: To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors

31.4. All Site Engineering and Preparation Works shall be carried out in accordance with the relevant SSRS for that Remediation Zone or Sub-zone or Phase as approved under Condition 31.2 (with such variation as may be approved by the LPA from time to time under Condition 31.3). The LPA shall be given not less than two weeks written notice of the beginning of the relevant Site Engineering and Preparation Works.

Reason: To protect human health and prevent contamination of controlled waters.

31.5. No soils or infill materials shall be imported on to or reused within the Site unless they comply with approved chemical and physical acceptance criteria defined in the relevant SSRS or are otherwise approved in writing by the LPA to the extent that such approval is reasonable and unlikely to have any significant adverse environmental impact which has not been assessed in the EIA Process.

Reason: To protect human health and the environment, prevent contamination of controlled waters and to ensure satisfactory growing media.

31.6. Prior to beginning construction of any Building or Bridge Structure in any Remediation Zone or Sub-Zone, or otherwise as set out in the relevant approved SSRS, a Remediation Validation Report demonstrating completion of the Remediation Works in accordance with the Global Regeneration Strategy and the relevant SSRS and the effectiveness of the Remediation Works shall be submitted to and approved, in writing, by the LPA. The Remediation Validation Report shall include results of sampling and monitoring carried out in accordance with the approved verification plan to demonstrate that the site remediation criteria have been met. It shall also include any plan (a 'long-term monitoring and maintenance plan') for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action, as identified in the verification plan, and for the reporting of this to the LPA.

Reason: To protect human health and ensure that the necessary remediation at the site has been undertaken.

31.7. In the event that significant ground contamination not anticipated by the relevant SSRS is encountered during the Site Engineering and Preparation Works and/or any construction works, the LPA shall be notified immediately and an assessment of proposed remediation measures shall be submitted to, and approved by, LPA. If the LPA decides it is necessary to protect human health and the environment and prevent contamination of controlled waters all works shall be suspended on the relevant part of the Site and any temporary contingency works needed to minimise any risks associated with such ground contamination shall be implemented in accordance with a specification to be submitted (as soon as possible after its discovery) to and approved by the LPA. The approved remediation measures shall then be implemented accordingly.

Reason: To protect human health and the environment and prevent contamination of controlled waters.

32. Hazardous Substances

32.1. No hazardous substances included in the schedule of Planning (Hazardous Substances) Regulation 1992 shall be used, handled or stored on site until details of such use, handling or storage of any hazardous substance have been submitted to and approved by the LPA and such use, handling or storage shall only take place in accordance with the approved details.

Reason: To protect human health and the environment and prevent pollution of controlled waters.

33. Utilities

33.1. Development shall not begin in any specific Phase or Sub Phase until an impact statement of the existing water supply infrastructure in respect of that Phase or part of Phase , which is consistent with the Utility Strategy submitted with the planning application, shall have been submitted to, and approved in writing by the LPA (in consultation with Thames Water). The studies should determine the magnitude of any new additional capacity required in the system and a suitable connection point.

Reason: To ensure that the water supply infrastructure has sufficient capacity to cope with the/this additional demand

33.2. Save for Temporary Works or Preparatory Works, no part of the Development shall begin within any Phase or Sub Phase until a statement in respect of that part of the phase is submitted to and

approved by the LPA to explain how the Water Use Principles contained in the DSF (particularly paragraph 2.71) have been submitted to and approved by the LPA in respect of the relevant proposals for that Phase or Sub-Phase. This will set out how rainwater harvesting, use of water saving and harvesting technologies will feature within development and ensure water consumption in residential development is limited to 105 litres per person per day

Reason: To ensure the efficient use of water resources in accordance with London Plan policy 4A.16.

33.3. Prior to or coincident with the submission of the first Reserved Matters application within any Phase or Sub-Phase a Telecommunications Statement shall be submitted to the LPA for the relevant Phase or Sub-Phase to set out a plan for telecommunications infrastructure required to support development, including e-enabling cables, transmitters and masts. Wherever possible, telecommunications equipment should be incorporated into buildings. Before the erection of any telecommunications equipment details of the design, appearance and location will be submitted to and approved by the LPA.

Reason: To ensure the provision of telecommunications infrastructure to support development and reduce visual intrusion from required equipment.

33.4. Prior to or coincident with the submission of the first Reserved Matters application for the Rail Freight Facility within the Railway Lands Zone, detailed proposals for the treatment and realignment of the gas main shall have been submitted to and approved by the LPA

Reason: To safeguard gas supply through the Site.

34. Microclimate

34.1. Any Reserved Matters Application that includes a Building of more than 4 storeys in height, which abuts any Principal Open Space or Public Realm or any pedestrian route which is likely to be subject to use by pedestrians as a thoroughfare or to be used for recreation or relaxation, shall be accompanied by a wind tunnel or other assessment which demonstrates that appropriate levels of amenity, as set out in the Lawson Criteria for Distress and Comfort, which are summarised in Table 7 of the DSF, can be met.

Reason: In the interests of providing satisfactory microclimate for open spaces and other pedestrian thoroughfares in accordance with the mitigation measures proposed and described in the Environmental Statement and Design & Access Statement.

34.2. Any Reserved Matters Application that includes a building of more than 4 storeys in height, where it is possible that the good practice standards in BRE 209 as set out in Table 6 of the DSF in relation to daylight and sunlight will not be achievable, shall be accompanied by a daylight and sunlight assessment undertaken in accordance with BRE 209 and BS8206.

Reason: In the interests of providing satisfactory residential environments in accordance with the mitigation measures proposed and described in the Environmental Statement and Design & Access Statement.

34.3. In order to protect the biological functioning of the realigned River Brent, light spill from external artificial lighting into the watercourse or adjacent river corridor habitat shall be minimised by use of appropriate lighting, set back as far as possible from the River and the permitted light spills shall be approved by the LPA prior to beginning any Plot Development which is likely to cause light spillage onto any watercourse or adjacent existing or proposed natural habitat. Lighting levels within 8 metres of the River Brent shall be maintained at background levels (background levels to be a Lux level of 0-2), except where higher levels are required to ensure pedestrian safety and security on bridges and public areas. Artificial lighting in any Plot Development or Landscaping Works shall (insofar as is reasonably practicable) be specified to include only acceptable artificial lighting installations such as white, mercury vapour, louvered (hooded), or that which emits low ultra-violet light or lighting which is filtered to remove this part of the spectrum.

Reason: Artificial lighting disrupts the natural diurnal rhythms of a range of wildlife using/inhabiting the river and its corridor habitat. In particular it can be disruptive to insects, birds and bats using/ inhabiting rivers and their corridor habitat. As paths are usually accompanied by lighting (for Health and safety and security reasons) we would wish to see path design set back from the watercourse, with only a few limited /controlled access points (for access/views), to increase the amount of natural buffer and reduce disturbance.

34.4. Prior to beginning development in relation to any Bridge Structures River Brent Bridges or Plot Development on or around the Plots immediately adjacent to the Eastern River Brent Alteration and Diversion Works, the Central River Brent Alteration and Diversion Works and/or the Western River Brent Alteration and Diversion Works a shading study for that river section shall be carried out and approved in writing with the LPA. Any shading impacts on the River Brent shall be assessed and any appropriate mitigation measures shall be detailed as part of the survey and implemented as part of the relevant Bridge Structures Plot Development or ancillary works.

Reason: As outlined in Section A2.4.5 Height and Massing Guidelines in the Design and Access Statement 'all proposed buildings will need to ensure that they do not adversely affect the microclimate'. Shading of the River Brent has the potential to adversely impact the habitat in the river. Building heights should be graded back to maximise natural light into the channel. Shading of watercourses and river corridors limits biological diversity and productivity, by limiting areas in which plants can

grow and so making these areas uninhabitable or less attractive to birds and other wildlife.

34.5. In order to alleviate adverse wind conditions in accordance with the mitigation proposed in the Environmental Statement all Reserved Matters Applications for buildings and bridge structures must demonstrate that the following mitigation measures have been considered and will be provided where appropriate:

- a) Recessing of entrances;
- b) Entrance screens;
- c) Softening sharp building corners;
- d) Canopies above entrances;
- e) Localised shelter to create pockets of areas suitable for long periods of outdoor sitting or general recreational activities as required.

Reason: To accord with mitigation measures identified within Chapter 17 of the Revised Environmental Statement

35. Energy & Sustainability

35.1. All residential units shall achieve a minimum standard of Code Level 4 of the Code for Sustainable Homes overall with a view to obtaining higher levels in later phases.

Reason: To ensure that the development is sustainable and complies with strategic and local policies.

35.2. All commercial units shall achieve a minimum standard of BREEAM Very Good. No Building shall be occupied until a Certificate has been issued for it certifying that at least BREEAM Very Good has been achieved.

Reason: To ensure that the development is sustainable and complies with strategic and local policies.

35.3. Not to submit any Reserved Matters Application unless and until the developers have undertaken the RDF Feasibility Study in accordance with this Condition and paragraph 15 of Schedule 2 to the S106 Agreement to investigate the delivery potential of a Refuse Derived Fuel fuelled scheme for the onsite scheme-wide CHP and the feasibility of an appropriate continuous conveyor between the CHP

and the Waste Handling Facility and the RDF Feasibility Study shall have been approved by the LPA in accordance with the Energy Facilities Details.

Reason: To ensure that the development is sustainable and complies with strategic and local policies.

35.4. If a Refuse Derived Fuel fuelled scheme for the onsite scheme-wide CHP is shown in the RDF Feasibility Study submitted in accordance with Condition 35.3 not to be feasible the developers shall submit a further feasibility report examining the possibility of fuelling a scheme-wide CHP using alternative renewable source(s) in accordance with the Revised Energy Strategy to the LPA for approval prior to the submission of the first Reserved Matters Application for Plot Development.

Reason: To ensure that the development is sustainable and complies with strategic and local policies.

35.5. If a Refuse Derived Fuel scheme fuelled scheme for the onsite scheme wide CHP is shown to be Feasible in the RDF Feasibility Study submitted in accordance with Condition 35.3 (or alternatively if the possibility of fuelling a scheme-wide CHP using alternative renewable source(s) in accordance with the feasibility study conducted and approved under Condition 35.4 is shown to be Feasible and is approved by the LPA), no residential development shall begin unless and until Reserved Matters Applications and/or Other Matters Applications, which include the following details (and are consistent with the RDF Feasibility Report or the study approved under Condition 35.4), shall have been submitted to and approved by the LPA in respect of the CHP:

- a) the proposed fuel and combustion process and details of the preferred fuel option for the CHP which will deliver a reduction of 40% and 25% in CO₂ emissions below Part L Building Regulations 2010 for residential and commercial buildings respectively, and potentially up to 60% reduction in CO₂ emissions below Part L 2010 Building Regulations;
- b) proposals for the staged installation of plant within the CHP Building;

- c) siting, layout and design of the CHP Building, including the stack;
- d) details of parking, highway access and landscaping;
- e) details of any external plant, including chiller units, cooling towers, electricity sub-stations, chemical storage tanks, ash silos and other post-combustion waste management facilities, stores, workshops, offices and any other associated buildings (unless covered under (c));
- f) details of and the connections to the District Heating Network (as a site wide pipe network), as well as external electricity, gas and water networks, if appropriate;
- g) details of the arrangements for transport of the fuel to the CHP plant, any storage facilities and arrangements for the export of waste-materials, including ash;
- h) dispersion modelling of airborne emissions; and
- i) design and use of the Building, and associated facilities and operational practices on the CHP site so as to restrict the noise emissions to 5dB below existing background LA90 noise levels at the nearest noise-sensitive buildings, in accordance with BS4142.

The CHP shall not allow mass burn incineration.

Reason: To secure the maximum practicable reduction in carbon emissions and optimal use of renewable energy and to protect local air quality and amenity.

35.6. If a Refuse Derived Fuel fuelled scheme for the onsite scheme-wide CHP is shown in the RDF Feasibility Study submitted in accordance with Condition 35.3 (or the alternative feasibility study submitted and approved in accordance with Condition 35.4) to not be feasible the developers shall not begin the Development unless and until they shall have prepared the Revised Energy Strategy (in consultation with the Energy Panel, LPA and the GLA) and shall have submitted to the LPA and obtained the LPA's approval to the Revised Energy Strategy. The Revised Energy Strategy shall demonstrate how the minimum reduction in carbon emissions below the standard set out in Building Regulations Part L 2010 of 40% and 25% for residential and non-domestic buildings respectively will be achieved using fuel other than Refuse Derived Fuel, prior to the submission of any

Reserved Matters Application. All relevant Reserved Matters Applications and/or Other Matters Applications shall thereafter be required to demonstrate (in accordance with Condition 2.1) compliance with the Revised Energy Strategy.

Reason: To secure the maximum practicable reduction in carbon emissions and optimal use of renewable energy.

35.7. All relevant Reserved Matters Applications for Plot Development comprising residential units shall thereafter be required to demonstrate (in accordance with Condition 2.1) compliance with the Energy Strategy as confirmed by the RDF Feasibility Study (conducted under Condition 35.3) or the feasibility report in relation to alternative renewable sources feasibility study (to be conducted under Condition 35.4) or (as appropriate) the Revised Energy Strategy (to be conducted under Condition 35.6) unless and to the extent that such compliance is demonstrated to be Unfeasible in respect of particular Plots.

Reason: To secure the maximum practicable reduction in carbon emissions and optimal use of renewable energy.

36. Development Floorspace & Uses & Design Criteria

36.1. The total quantum of built floorspace for the Development across the Development Zones shall not exceed the gross floorspace for individual land uses set out in the Zonal Floorspace Schedule and be in general accordance with the Indicative Plot Schedule set out within Table 8a of DSF Appendix 2 (and with the Table 1 of the Development Specification & Framework).

Reason: To ensure that the development is carried out in accordance with the approved plans and other submitted details and to ensure that the quantum of floorspace keeps within the parameters assessed in the Revised Environmental Statement.

36.2. NOT USED

36.3. The Net Additional Increase of comparison retail floorspace (Class A1) within the Brent Cross East Development Zone shall not exceed 55,000 m² and the relevant Phase Details for the Brent Cross East Zone shall be consistent with this restriction.

Reason: To comply with the Barnet UDP and to be in accordance with the Retail Assessment submitted in conjunction with the Planning Application.

36.4. The New Superstore to be constructed in the vicinity of Plot 28 in the Eastern Lands Zone shall have a maximum Gross Sales Area of 10,920m² of which a maximum of 6,006m² and 4,914m² shall be used for the sale of comparison and convenience goods respectively and the relevant Phase 1 Details shall be consistent with this Condition.

Reason: To comply with the DSF and the Retail Assessment submitted in conjunction with the application.

36.5. All housing shall be constructed to meet Lifetime Home Standards as set out in Appendix 6 of the DSF. In addition, the construction and design of the housing shall have regard to the London Mayor's Supplementary Planning Guidance on inclusive design, sustainable design and construction or any successor guidance, including the London Housing Supplementary Planning Guidance (November 2012).

Reason: to ensure that the residential units can meet the needs of a wide range of residents and therefore encourage a balanced mix of residential occupiers.

36.6. At least 10% of housing shall be constructed, or adapted to meet the needs of wheelchair users in accordance with the Design and Access Statement and relevant policy guidance and standards.

Reason: to ensure that the residential units can meet the needs of a wide range of residents and therefore encourage a balanced mix of residential occupiers.

36.7. No more than a total of 750 residential units made up from student and/or sheltered and/or special needs units shall be erected within the Site. No development for student and/or sheltered and/or special needs units shall take place in any Phase unless and until the developers have submitted the proposed balance of uses for approval in writing by the LPA with justification as to how proposals will ensure a balanced community within that phase and across the wider site and the LPA shall have approved such proposals.

Reason: To comply with the DSF and ensure a balanced mix of residential occupiers.

36.8. Following occupation of New John Lewis Store, the unit occupied by the Existing John Lewis Store shall not be re-occupied or opened to the public (whether in its present form or any reconfigured form) unless and until all steps or measures have been taken in accordance with details to be submitted to and approved in writing by the LPA to ensure that no retail sales will take place on the second and third floors and thereafter to comply with such approved details, steps and measures.

Reason: To comply with the DSF and Regulation 19 response statement.

36.9. Not to use for retail trading any basement floorspace contained within the additional 2m depth of basements permitted by this permission and to the extent that it shall be demonstrated to the

LPA's reasonable satisfaction as part of the relevant Reserved Matters Application for the relevant Buildings or Plots that such proposed uses of the proposed basements in such Buildings or Plots will be in accordance with (a) the relevant development plan policies and guidance requiring the Development to achieve a high quality of architecture and design and (b) the floorspace thresholds and the relevant Phase Parking Standards.

Reason: To ensure that the proposed increased basement volumes proposed in the Section 73 Application are subject to proper control and regulation in the interests of ensuring that high quality design and development are achieved in accordance with relevant planning policies and that the floorspace thresholds are not exceeded.

36.10. All housing shall be constructed to meet the space standards set out in Policy 3.5 and Table 3.3 of the London Plan 2011 and the residential quality standards set out in the Mayor's Housing SPG (and having regard to any successor policy or guidance) unless otherwise agreed having regard to specific site circumstances.

Reason: to ensure that the residential units can meet the needs of a wide range of residents and therefore encourage a balanced mix of residential occupiers.

37. Matrix and Transport Reports

37.1. Not to submit any Transport Report without first submitting to the LPA for approval (in consultation with TfL) the Matrix and the proposed specification and scope in respect of the relevant Transport Report (including for the avoidance of doubt the Area of Concern for the relevant Transport Report) in accordance with the parameters and principles set out in the Matrix and Transport Reports Schedule and thereafter the relevant Transport Report shall be prepared in accordance with such Transport Report Scope and Specification Approval;

Reason: in order to ensure that the transport impacts of the Development as it proceeds are at all times consistent with the assessment in the Transport Assessment.

37.2. Not to submit any Reserved Matters Application or any Other Matters Application in relation to any Site Engineering and Preparation Works or Building or Bridge Structure in relation to any

Phase or Sub-Phase unless and until the Phase Transport Report shall have been submitted to the LPA in accordance with this Condition;

Reason: to ensure the transport impacts of each development phase are appropriately mitigated in accordance with the TA.

37.3. No Transport Report shall be submitted unless and until the LPA shall (in response to a written application therefor submitted with a relevant Matrix) have issued its Transport Scope and Specification Approval in respect of such Transport Report in accordance with the details and arrangements set out in the Matrix and Transport Reports Schedule;

Reason: to ensure the transport impacts of the scheme are appropriately mitigated in accordance with the TA.

37.4. The Transport Report for any Phase or Sub-Phase shall be prepared and submitted to the LPA and TfL in accordance with the Transport Report Scope and Specification Approval and the arrangements and details set out in the Matrix and Transport Reports Schedule;

Reason: to ensure the Transport Report is prepared in a consistent manner as agreed with the LPA.

37.5. No Reserved Matters Application in relation to Plot Development shall be approved unless and until the LPA shall first have received and approved a Reserved Matters Transport Report in respect of the Plot Development to which the relevant Reserved Matters Application relates;

Reason: to ensure the transport impacts of the scheme are appropriately mitigated in accordance with the TA.

37.6. The Reserved Matters Transport Report shall be prepared and submitted to the LPA and TfL in accordance with the Transport Report Scope and Specification Approval and the arrangements and details set out in the Matrix and Transport Reports Schedule and shall also be consistent with the relevant details of the approved Phase Transport Report for the Phase in which the relevant Plot Development is included;

Reason: to ensure the Reserved Matters Transport Report is prepared in a consistent manner as agreed with the LPA in order to ensure that the transport impacts of the Development as it proceeds are at all times consistent with the assessment in the Transport Assessment.

37.7. For the avoidance of doubt, the LPA may as a basis for determining whether or not to issue its approval to any Transport Report in accordance with the Matrix and Transport Reports Schedule impose such conditions and/or require such additional Planning Obligations as may be necessary and reasonably related to the application for its approval of a Transport Report (and the Phase, Sub-Phase or Plot Development to which it relates) and shall be entitled to refuse such approval if the applicant for such approval is unable or unwilling to (or procure the owners of interests in the relevant part of the Site) enter into an appropriate Planning Agreement required under this Condition. Such additional conditions and/or obligations may only be sought where this would be in accordance with the Matrix and Transport Reports Schedule and the relevant planning obligations contained in the S106 Agreement.

Reason: to ensure that transport impacts of the scheme are mitigated in an appropriate manner to the satisfaction of the LPA.

37.8. No part of the Development (including Phase 1) shall begin unless and until the Developer shall have submitted and obtained approval from the LPA (following appropriate consultation with the Transport Strategy Group) for a Monitoring Strategy. The Monitoring Strategy shall be updated on its first anniversary and annually from then until completion of the Development or another appropriate time agreed by the LPA and TfL.

Reason: to ensure that transport impacts of the scheme are monitored in an appropriate manner to the satisfaction of the LPA.

37.9. Where in accordance with paragraph 7.6 and 7.7 of Schedule 3 to the S.106 Agreement a Further Transport Report shall be required, such Further Transport Report shall be submitted by the Master Developer of the Northern Development to the LPA for approval (in consultation with TfL) in accordance with that paragraph of the S.106 Agreement.

Reason: to ensure that unforecasted transport impacts of the Northern Development are monitored in an appropriate manner in accordance with the Monitoring Strategy and (if appropriate) addressed by Supplementary Transport Measures in accordance with the arrangements set out in paragraph 7 of Schedule 3 to the S106 Agreement.

38. Parking, Deliveries and Servicing

38.1. The Reserved Matters Application required in accordance with Condition 1.15 for any Plot Development or any Building comprising any car park which is ancillary to any such Plot Development or Building shall include the following details,:

- a) layout of vehicle and cycle parking in accordance with relevant policy guidance and design standards;
- b) the details of any facilities for the charging of electric vehicles which shall be in accordance with the standards required in accordance with Condition 39.7;
- c) details of inclusive access for pedestrians;
- d) details of sustainable construction measures; and
- e) details of ramp design.

Reason: To ensure that high standards of technical and sustainable design and mitigation are achieved.

38.2. The Reserved Matters Application for any car parking area or any surface car parking spaces or any proposed multi-storey car park (including any above or below ground structure) or on-street parking spaces shall (in accordance with this Condition and Condition 2.1(e)) be accompanied by a statement to be provided as part of the Reconciliation Mechanism described in Section 6 of the DSF to demonstrate that such Development will be managed and used at all times in accordance with the Phase Parking Standards and the following maximum car parking standards as may be varied from time to time under the operation of Condition 37 relating to the Matrix and the Phase Transport Reports or Reserved Matters Transport Reports:

Use	Standard
Residential	PDP and up to 2,000 units capped ratio 1.0 2,000 – 4,000 capped ratio 0.95 4,000 – 5,000 capped ratio 0.8 5,000 – 7,500 capped ratio 0.7
Retailing and related uses & Leisure within Brent Cross East zone	7,600 spaces (No additional parking applied for)
Other Retail and related uses	1 space per 75 – 50sq.m
Other Leisure	1 space per 22sq.m
Employment (B1 – B8)	1 space per 300sq.m (Cap at 1,000 spaces)

Use	Standard
Hotel	1 space per 2 bedrooms, plus 1 space per 5 seats for conference facilities
Community Facilities	1 space per 3-5 staff
Private Hospital	1 space per 2-4 beds
New and Existing Mainline Station	Parking only for disabled passengers and staff, and pick up and set down
Rail Freight Facility	120 car parking and 40 HGV spaces
Other Uses	In accordance with the London Plan

NB – Figures in the above Table are maximums and the appropriate level of car parking is to be set having regard to paragraph 2.6 of the Matrix and Transport Reports Schedule.

Reason: To comply with the DSF and Transport Assessment.

38.3. The New Superstore shall have a maximum of 760 car parking spaces, including the re provision of 460 spaces from the existing foodstore.

Reason: To ensure the appropriate car parking provision within the town centre south.

38.4. Not to occupy the New Superstore unless and until a car parking management regime has been submitted to and approved in writing by the LPA in accordance with the Car Parking Strategy approved for Phase 1 on the basis that the New Superstore car park will be operated and managed as a shared town centre car park subject to such charges and conditions of operation as shall have been first approved in writing by the LPA.

Reason: To ensure that parking is provided and managed sustainably in accordance with the LPA 's standards in the interests of pedestrian and highway safety, the free flow of traffic and in order to protect the amenities of the area and encourage (insofar as is reasonably practicable) the choice of sustainable non-car transport modes.

38.5. Not to begin any car park development within any Plot Development or any other part of a Phase or Sub-Phase unless and until details of a scheme for the installation of petrol/oil interceptor(s) in that car park has been submitted to and approved by the LPA. That car park development shall be implemented in accordance with the approved scheme and shall be provided before the car park(s) to which the scheme relates is Occupied or brought into use.

Reason: To reduce the risk of pollution by petrol and oil spillage.

38.6. Prior to the begin of any Plot Development within any Phase or Sub Phase details of a scheme for the provision of facilities for the secure storage of cycles for that Plot shall be submitted to and approved by the LPA . No dwelling located within the Plot to which the approved scheme relates shall be occupied unless and until the cycle storage facilities have been provided in accordance with the approved plans.

Reason: To ensure that the development makes adequate provision for the secure storage of bicycles in the interests of encouraging alternative sustainable means of transport to and from the site.

38.7. All delivery and servicing within the Development shall be conducted in accordance with the Framework Servicing and Delivery Strategy as approved from time to time by the LPA under Condition 1.21.

Reason: to reduce the impact of delivery and servicing activity generated by the BXC site on the environment

38.8. Following the opening and coming into operation of the new multi-storey car park on Plot 105 as part of Phase 1, the land within the Brent Cross West Zone shall cease to be used as a car park in connection with the Brent Cross Shopping Centre or for any other car parking purpose save and except such car parking spaces as may be (1) provided with the prior approval of the LPA under this condition during the Construction Phase of the Brent Cross East Zone in order to maintain the number of car parking spaces to serve the Brent Cross Shopping Centre at the approved maximum level of 7,600 in accordance with this Permission and all relevant Reserved Matters Approvals and Other Matters Approvals and/or (2) approved as part of the Reserved Matters Approvals and Other Matters Approvals in respect of the Plot Development in the Brent Cross West Zone).

Reason: To comply with the DSF and Transport Assessment and the principle of car parking restraint on which the EIA Process was based.

39.Sustainable Travel

39.1. No more than 200 residential units shall be occupied prior to establishment of the site-wide Cycle Hire Club as approved in writing by the LPA and in accordance with the obligations set out in paragraph 15 of Schedule 3 to the S106 Agreement.

Reason: To reduce the need for site users to travel by private car and to ensure sustainable modes of travel are available and promoted through development.

39.2. No more than 200 residential units shall be occupied prior to establishment of the site-wide Car Club as approved in writing by the LPA and in accordance with the obligations set out in paragraph 15 of Schedule 3 to the S106 Agreement.

Reason: To reduce the need for site users to travel by private car and to ensure sustainable modes of travel are available and promoted through development.

39.3. Prior to the occupation of any non-residential premises which meet the standard travel plan threshold (set out in TfL's Guidance for workplace travel planning and development), an Occupier Travel Plan for those premises shall be submitted to the LPA for approval in consultation with TfL in accordance with the terms set out in the Framework Travel Plan and in accordance with the obligations set out in paragraph 17 of Schedule 3 to the S106 Agreement

Reason: To ensure the scheme is compliant with the Framework Travel Plan.

39.4. Prior to the occupation of any non-residential premises which fall below the standard travel plan threshold (set out in TfL's Guidance for workplace travel planning and development) but the Occupier is anticipated to employ 20 or more staff, an Enterprise Scale Travel Plan for those premises shall be submitted to the LPA for approval in consultation with TfL in accordance with the terms set out in the Framework Travel Plan and in accordance with the obligations set out in paragraph 18 of Schedule 3 to the S106 Agreement.

Reason: To ensure the scheme is compliant with the Framework Travel Plan.

39.5. Prior to the occupation of any educational premises a School Travel Plan will be submitted to the LPA for approval in consultation with TfL, in accordance with the terms set out in the Framework Travel Plan and in accordance with the obligations set out in paragraph 19 of Schedule 3 to the S106 Agreement.

Reason: To ensure the scheme is compliant with the Framework Travel Plan.

39.6. NOT USED.

39.7. Prior to beginning the Development on any Phase or Sub Phase (with the exception of Phase 1A save and to the extent that such charging points are intended to be located within the Critical Infrastructure to be located within Phase 1A) the Developers shall prepare and submit to the LPA for approval a parking plan detailing the number and location of facilities for charging electric vehicles in that Phase, Sub Phase or Plot. The parking plan will make provision for electric vehicle charging points, taking into account the targets in the Mayor's Electric Vehicle Delivery Plan for London and shall be implemented in accordance with the approved details before the relevant Plot Developments hereby permitted are occupied and

maintained thereafter and in accordance with the obligations set out in paragraph 11.4 of Schedule 3 to the S106 Agreement.

Reason: To ensure sustainable modes of travel are available and promoted throughout the development.

40.Waste

40.1. Before construction of any building is begun, details of arrangements for storage and collection of refuse including location, design, screening, operation and the provision of facilities for the storage of recyclable materials, which shall meet the requirements of BS5906, shall be submitted to and approved by the LPA. Where Buildings contain residential units, facilities shall be provided to facilitate the recycling or composting of at least 40% of household waste. Where Buildings are intended for commercial uses, facilities shall be provided to facilitate the recycling or composting of at least 60% of commercial and industrial waste generated by any of such Buildings.

Reason: To meet with the requirements of BS5906.

40.2. NOT USED

41.Waste Handling Facility

41.1. Before the Development begins, a Reserved Matters Application which includes the following details in relation to the Waste Handling Facility, shall be submitted to the LPA in accordance with Conditions 1.2 and 13.1:

- a) siting, layout, design and external appearance of the Waste Handling facility together with the conveyor system to convey Refuse Derived Fuel to the CHP unless and to the extent that the RDF Feasibility Study demonstrates that such technology and system is not reasonably practicable for inclusion in the Development;
- b) details of highway access, external manoeuvring areas and parking;
- c) details of proposed external lighting;
- d) details of landscaping and means of enclosure,

- e) (subject to its being found to be reasonably practicable in the VWCS Feasibility Study as approved under Condition 1.24) details of the relevant parts of the Vacuum Waste Collection System;
- f) a report confirming that the design of the buildings, yard facilities and operational practice will ensure that at all times noise emissions measured at the nearest noise sensitive premises do not exceed 5db below existing background LA90 noise levels, in accordance with BS4142; and
- g) a statement in accordance with Condition 2.1 to demonstrate conformity with the parameters and principles described in the DSF (particularly paragraph 5.75) and Design & Access Statement.
- h) Details of air pollution and dust mitigation measures in accordance with Condition 30.3.
- i) An enforceable route management and servicing strategy in consultation with neighbouring authorities.

Reason: To ensure high standards of urban design, landscaping and environmental mitigation.

Waste Handling Facility Trigger

41.2. The Development shall not prevent the operation of the existing Hendon Waste Transfer Station until a new Waste Handling Facility has been completed. Development of the new Waste Handling Facility shall be carried out in accordance with the relevant Phase 1 Details submitted and approved and all other relevant Necessary Consents.

Reason: To ensure the timely provision of the Waste Handling Facility.

Waste Handling Facility Rail Sidings with Gantry Crane

41.3. The Waste Handling Facility shall not be opened prior to the practical completion of the Waste Handling Facility Rail Sidings with Gantry Crane, . The construction of the Waste Handling Facility Rail Sidings with Gantry Crane shall not be begun until details of the design, layout and materials to be used have been submitted to and approved by the LPA in accordance with Conditions 13.1 and 41.1 and development of the Waste Handling Facility Rail Sidings with

Gantry Crane shall be carried out in accordance with the details submitted and approved.

Reason: To ensure the successful operation of the facility

41.4 The new Waste Handling Facility shall in accordance with the Necessary Consents provide as a minimum the same licensed or permitted operational capacity as shall be currently licensed and permitted at the Hendon Waste Transfer Station.

Reason: To comply with London Plan Policy 5.17.

41.5 Not to redevelop any Waste Management Site unless the same licensed or permitted operational capacity as shall be currently licensed and permitted on that waste management site or part thereof shall have been provided either within the Waste Handling Facility or at such other suitable site as shall have been approved by the LPA in writing (in consultation with the North London Waste Authority)

Reason: To comply with London Plan Policy 5.17.

42. Rail Freight Facility

42.1. No Development shall begin within Phase 4, until a Reserved Matters Application and Other Matters Application, which includes the following details in relation to the Rail Freight Facility on Plot 60, shall be submitted to and approved by the LPA:

- a) Potential uses and users of the facility;
- b) siting, layout ,design and external appearance of the Rail Freight Facility;
- c) details of highway access, external manoeuvring areas and parking;
- d) An enforceable route management and servicing strategy in consultation with neighbouring authorities.
- e) details of proposed external lighting;
- f) details of landscaping (including trees and shrubs to be planted, including species, size of stock and plating layouts) and means of enclosures, including the acoustic screens to be erected on the northern and southern boundary of the site;

- g) a report confirming that the design of the buildings, yard facilities and operational practice will ensure that night time noise levels at nearby residential properties in the Railway Terraces Conservation Area do not exceed LA eq 5mins 45dB or LAeq, 8hr, 40dB at the closest residential building (measured as free field) and that at all times noise emissions at the nearest noise sensitive premises do not exceed 5db below existing background LA90 noise levels, in accordance with BS4142; and
- h) a statement to demonstrate conformity with the parameters and principles described in the DSF (particularly paragraph 5.78) and Design & Access Statement.

Reason: To ensure high standards of urban design, landscaping and environmental mitigation.

42.2. The Development shall not prevent the operation of the existing rail freight facility until the new Rail Freight Facility has been completed. Development of the new Rail Freight Facility shall be carried out in accordance with the relevant Phase Details submitted and approved in accordance with Condition 16.1.

Reason To ensure the timely provision of the Rail Freight Facility.

43.Archaeology ²

43.1. Prior to beginning the Development an over-arching Scheme of Archaeological Investigation will be submitted to the LPA setting out the process for assessing and mitigating the impact of development on archaeological interest, including appropriate post-excavation analysis, archiving and publication.

No part of the Development shall begin within any Phase or Sub Phase unless and until proposals have been submitted to and approved by the LPA for a site-specific Scheme of Archaeological Investigation to preserve or record any archaeological evidence within the Phase or Sub Phase.

Each Phase or Sub-Phase of the Development shall take place in accordance with the approved over-arching Scheme of Archaeological Investigation and the site-specific Scheme of Archaeological Investigation approved for that Phase or Sub-Phase.

² Revised wording requested by English Heritage, November 2013

Reason: To secure the provision of archaeological assessment and to minimise or mitigate harm to remains of archaeological interest.

44.Drainage, Water Use and River Works

44.1. NOT USED.

River Brent Alteration & Diversion Works

44.2. No development shall begin within Phase 1 or any Sub Phase of Phase 1 (or any other Phase) unless and until details of the River Brent Alteration and Diversion Works relevant to Phase 1 (or such other Phase) have been submitted to and approved by the LPA and no part of the River Brent Alteration and Diversion Works shall begin unless and until the relevant details for the works have been submitted to and approved by the LPA (in accordance with respectively Conditions 1.2, 1.3, and 13.1 as appropriate having regard to the relevant Phase or Sub-Phase), which shall include (as appropriate):

- a) the channel design incorporating natural river features such as riffle pool sequences, naturally graded banks and marginal habitats;
- b) pedestrian and/or cycle bridge/clearances;
- c) capacity of channel;
- d) ecological enhancements;
- e) water quality monitoring;
- f) means of maintaining adequate water quality during construction;
- g) details of flood storage;
- h) morphology and sedimentology;
- i) impacts of climate change; and
- j) confirming that the proposals are in accordance with the parameters and principles described in the DSF.
- k) a scheme to provide a return overland flood flow route from the floodplain on the North Circular Road to the River Brent;

- l) details of the protection measures for water quality;
- m) Details of phasing and timing of works.

The scheme shall be fully implemented and subsequently maintained, in accordance with the timing/phasing arrangements within the scheme.

Reason: To ensure a comprehensive approach is taken to the realignment of the River Brent. To reduce the impact of flooding on the Proposed Development, future occupants and the surrounding area. To ensure the works to the river are suitable to reduce the risk of flooding and enhance habitats and biodiversity in the area. To prevent materials from entering the River Brent and causing pollution. To maximise the ecological benefits in terms of habitat creation

44.3. During construction of the development, no spoil or building materials shall be stored within 4 metres of the River Brent.

Reason: To prevent materials from entering the River Brent and causing pollution.

44.4. No development will begin within Phase 1 (or Sub Phase of Phase 1) or any other Phase unless and until a geomorphological assessment and scheme demonstrating for that element of the River Brent Alteration and Diversion Works relevant to such Phase that the realignment of the River Brent is sustainable shall have been submitted to, and approved in writing by, the LPA. The scheme relevant to that Phase shall be fully implemented and subsequently maintained, in accordance with the timing / phasing arrangements embodied within the scheme.

Reason: To ensure the works to the river are suitable to reduce the risk of flooding and enhance habitats and biodiversity in the area. It is important that the recommendations in the River Restoration Document produced by RRC are included and that the proposed works (design and materials) are proven by a qualified geomorphologist work and are sustainable. As part of the recommendations of the assessment appropriate measures need to be taken to avoid/reduce the build up of silt in the Brent Reservoir downstream which could impact unfavourably on the condition/status of the SSSI.

Surface Water Drainage

44.5. Any Sustainable Urban Drainage System to be submitted for approval in accordance with Condition 1.27 in relation to each Phase or Sub-Phase shall be integral to the site and ensures a commitment

to a minimum 25% reduction in surface runoff of current 1 in 100 year flow plus 30% for climate change through incorporation of SUDS features, such as Green and Brown Roofs, detention basins, gravelled areas, swales, permeable paving and pipe storage. It must be demonstrated that SuDS have been maximised across the site, with justification provided if targets set in the London Plan cannot be met. The system must treat water pollution in line with Section C of Defra's National Standards for Sustainable Drainage Systems with regard to specific hazards and receptors.

Reason: To reduce the risk of flooding and to conform to London Plan policy 5.13.

44.6. No development shall begin in respect of any Phase or Sub-Phase unless and until a strategy for the monitoring and mitigation of impacts on the Welsh Harp Reservoir has been submitted to and approved by the LPA.

Reason: To reduce the risk of pollution caused by development on the Welsh Harp Reservoir.

44.7. No development shall begin in respect of any Phase or Sub-Phase unless and until a strategy for the monitoring water levels has been submitted to and approved by the LPA.

Reason: To ensure the validity of the flood water level estimates described in the FRA can be measured during the course of the implementation of the development. .

44.8. The Development shall not begin until such time as a scheme to provide a return overland flood flow route from the floodplain on the North Circular Road to the Brent main river has been submitted to, and approved in writing by, the LPA. The scheme shall be fully implemented and subsequently maintained, in accordance with the agreed timing / phasing arrangements embodied within the scheme.

Reason: To reduce the impact of flooding on the proposed development, future occupants and the surrounding area.

44.9. No infiltration of surface water drainage into the ground related to new development is permitted other than with the express written consent of the LPA , which may be given for those parts of the site where it has been demonstrated that there is no resultant unacceptable risk to controlled waters.

Reason: Surface infiltration will provide a potential pathway for contamination on site to migrate into the minor aquifer and then into the hydraulically-linked surface waters.

Water Framework Directive Assessment³

44.10. No development shall begin within any Phase or Sub Phase until a detailed Water Framework Directive Assessment examining the impacts to the watercourses on site and associated mitigation measures has been submitted to, and approved in writing by, the local planning authority. The scheme shall be implemented as approved.

Reason: To protect the Dollis Brook water body. Development that encroaches upon watercourses has a potentially severe impact on their ecological value. The River Brent and Clitterhouse Stream on this site make up part of the Dollis Brook catchment, which is currently classified as being of poor ecological potential. The Thames River Basin Management Plan requires the restoration and enhancement of water bodies to prevent deterioration and promote recovery.

45. Flood Risk

45.1. No part of the River Brent Alteration and Diversion Works hereby permitted shall be begin until such time as a scheme to provide access ramps to that part of the River Brent has been submitted to, and approved in writing by, the LPA. That part of the works shall be fully implemented and subsequently maintained, in accordance with the agreed timing / phasing arrangements embodied within the scheme.

Reason: To prevent flooding by ensuring access is maintained to the watercourse for maintenance and emergency, repair or renewal works.

45.2. All finished floor levels (excluding car parks, service yards, customer collection areas, goods handling and ancillary basement

³ New Environment Agency Condition

activities) shall be set no lower than 300mm above the 1 in 100 year (+ climate change) flood level. In addition the threshold levels into the car parks service yards, customer collection areas, goods handling and ancillary basement activities hereby permitted shall be set no lower than 300mm above the 1 in 100 year (+ climate change) flood level or located outside of the floodplain. Any application to deviate from these standards shall be submitted and approved by the LPA in consultation with the Environment Agency.⁴

Reason: To reduce the risk of flooding to the proposed development and future occupants.

45.3. No part of the River Brent Alteration and Diversion Works hereby permitted shall begin until the detailed design of the River Brent Bridges and other walkway structures for that part of the River Brent Alteration and Diversion Works and the Brent Riverside Park have been submitted to and approved in writing by the LPA (in accordance with respectively Conditions 1.2, 1.3 and 13.1 as appropriate having regard to the relevant Phase or Sub-Phase). That part of the River Brent Works and the Brent Riverside Park shall subsequently be implemented in accordance with the approved details and the agreed timing / phasing arrangements embodied within the scheme. All bridges shall be clear spanning structures with the abutments set back from the watercourse on both banks to provide an unobstructed corridor to allow the movements of animals.

Reason: To prevent flooding by ensuring bridges will not have an adverse impact on flood storage and flood flows, and to prevent blockages. The use of clear-spanning bridges will maintain the river corridor and allow the movement of both the river and associated wildlife.

45.4. The Development shall not begin until such time as the detailed design of a scheme to provide flood storage up to and including the 1 in 100 year (climate change) flood level has been submitted to, and approved in writing by, the LPA. The scheme shall be fully implemented and subsequently maintained, in accordance with the timing / phasing arrangements embodied within the scheme.

Reason: To reduce the risk of flooding to the proposed development and future occupants.

⁴ The Environment Agency has requested this condition.

46.Social Infrastructure

Education & Children's Care

46.1. The Whitefield School will continue in its function as a sports college throughout the construction period and within its new premises. The developers will ensure the following provision is made for this continuing role:

- i. Coach parking
- ii. Relevant sports facilities, throughout the construction period and beyond.

Reason: To ensure the status of Whitefield School as a sports college is not undermined by development.

Replacement Leisure Centre

46.2. The existing Hendon Leisure Centre is to remain open until a new facility is open to the public,. The development of new leisure centre shall be carried out in accordance with the details submitted and approved and the obligations contained in paragraph 9 of Schedule 2 to the S106 Agreement.

Reason: To ensure the timely provision of community facilities in accordance with the ICP.

Business Relocation Strategy

46.3. Prior to beginning the development within any Phase or Sub-Phase a detailed Business Relocation Strategy shall be submitted and approved by the LPA detailing proposals for the methodology and arrangements to facilitate or support the relocation of existing businesses within that Phase or Sub Phase to be satisfactorily relocated either within the regeneration area or to alternative appropriate premises in accordance with the obligations and provisions contained in paragraph 1 of Schedule 24 to the S106 Agreement.

Reason: To ensure as far as reasonably practicable the ongoing operation of businesses currently based on the Site in accordance with the Regeneration Strategy and the EIA Process.

Play Space

46.4. Reserved matters applications for all residential development shall make provision for on-site play space comprising informal and formal play areas for under 5s in accordance with the Design and Access Statement (including the Design Guidelines appended to it). Relevant reserved matters applications should also identify how the play strategy set out within the Design and Access Statement has been met for that part of the development in question and is consistent with the play strategy in the Design and Access Statement.

Reason: To accord with the he GLA SPG Providing for children and young people's play and informal recreation.

47. Rail and LUL Works

Transport Interchange T3 (Brent Cross Underground Station) Forecourt Works

47.1. No construction work shall begin on Transport Interchange T3 (Brent Cross Underground Station) Forecourt Works until full details of the work shall have been submitted to and approved by the LPA, including details of Brent Cross LUL Square.

Reason: To ensure the provision of public transport infrastructure to support comprehensive redevelopment to the satisfaction of the LPA.

Transport Interchange T3 (Brent Cross Underground Station) Step Free Access Works

47.2. No construction work shall begin on Transport Interchange T3 (Brent Cross Underground Station) Step Free Access works until full details have been submitted to and approved by the LPA.

Reason: To ensure the provision of public transport infrastructure to support comprehensive redevelopment to the satisfaction of the LPA.

Transport Interchange T4 (Cricklewood Station) Forecourt Works

47.3. No construction work shall begin on Transport Interchange T4 (Cricklewood Station) Forecourt Works until full details of the work shall have been submitted to and approved by the LPA, including details of Cricklewood Station Square.

Reason: To ensure the provision of public transport infrastructure to support comprehensive redevelopment to the satisfaction of the LPA.

Transport Interchange T4 (Cricklewood Station) Step Free Access Works

47.4. No construction work shall begin on Transport Interchange T4 (Cricklewood Station) Step Free Access Works until full details will be submitted to and approved by the LPA.

Reason: To ensure the provision of public transport infrastructure to support comprehensive redevelopment to the satisfaction of the LPA.

Rail Enabling Works

47.5. Prior to the beginning of any Rail Enabling Works in accordance with the programme as described within the ICP full details shall be submitted to and approved by the LPA in accordance with relevant planning obligations contained in the S106 Agreement and the relevant Phase Details.

Reason: To ensure the provision of public transport infrastructure to support comprehensive redevelopment to the satisfaction of the LPA.

MML Train Stabling Facility

47.6. Prior to beginning the MML Train Stabling Facility as shown on Parameter Plan 002 Rev 13 and Illustrative Infrastructure Drawing Ref No 224_PD_IF_000 Rev G and to be provided in accordance with the Detailed Delivery (Non-PDP) Programme full details will be submitted to and approved by the LPA in accordance with relevant planning obligations contained in the S106 Agreement and the relevant Phase Details.

Reason: To ensure the provision of transport infrastructure to support comprehensive redevelopment to the satisfaction of the LPA.

Taxi facilities

47.7. Prior to beginning the development of any taxi facilities in any phase or sub-phase full details of the facilities shall have been submitted to and approved by the LPA.

Reason: To ensure the provision of public transport infrastructure to support comprehensive redevelopment to the satisfaction of the LPA.

48.Revised Design Requirements

Natural Light within Pedestrianised Areas

48.1. Pedestrianised areas within the Brent Cross East Zone including the High Street North and Brent Cross Main Square must be lit by natural light during the daytime. Any full or partial roof covering must allow sufficient natural daylight to permeate to the street spaces below and be constructed using suitable transparent materials.

Reason: To ensure streets and circulation space are “outward facing” in accordance with the Planning Framework and to ensure the highest quality of architectural design.

Revised Scale Thresholds

48.2. The detailed design of the reserved matters applications in relation to all Plot Development across the site shall not exceed the Scale thresholds contained within Appendix 10 of the DSF (2013) having regard to daylight/sunlight and visual impacts. For the avoidance of doubt these thresholds shall not be deemed to override or undermine the need for the highest quality architecture for individual buildings in accordance with London Plan Policy 7.6, Core Strategy Policy CS 5 or Development Management Policy DM01.

Reason: To ensure that the scale and massing of buildings reflects surrounding site characteristics and is of the highest possible architectural design in accordance with the Development Framework in accordance with the development plan policies referred to in this condition.

Informatives

1.	<p>REASONS FOR APPROVAL</p> <p>i) In accordance with paragraphs 186 and 187 of the NPPF, the Council takes a positive and proactive approach to development proposals, focused on solutions. The Local Planning Authority has produced planning policies and written guidance to guide applicants when submitting applications. These are all available on the Council's website. A pre-application advice service is also offered.</p> <p>ii) The Local Planning Authority has discussed the alterations to the planning conditions proposed under S73 of the Town and Country Planning Act 1990 and the related S106 Agreement with the applicant / agent where necessary during the application process to ensure that they are appropriate and necessary and the proposed development is in accordance with the relevant development plan policies taken as a whole and Council's guidance taken as a whole.</p> <p>iii) In this case, formal pre-application advice was also sought prior to submission of the application.</p> <p>iv) The LPA has taken the environmental information into consideration as required by the Town and Country Planning (Environmental Impact Assessment) Regulations 2011.</p>
2.	Under the terms of the Water Resources Act 1991, and the Thames Region Land Drainage Byelaws 1981, the prior written consent of the Environment Agency is required for any proposed works or structures, in under, over or within 8 metres of the top of the bank of the Brent, designated a 'main river'.
3.	The prior written consent of the London Borough of Barnet as Lead Local Flood Authority is required for proposed work or structures that will affect the flow of the Clitterhouse Ditch, designated an 'ordinary watercourse'.
4.	The Environment Agency (EA) has a Regulatory Position Statement on temporary water discharge from excavations (dewatering). Otherwise the prior consent is required from the EA for dewatering from any excavation or development to surface water or groundwater. Contact the EA on 03708 506 506 for further information.
5.	Under the terms of the Water Resources Act 1991, the prior written consent of the Environment Agency is required for any discharge of sewage or trade effluent into controlled waters (e.g. watercourses and underground waters), and

	<p>may be required for any discharge of surface water to such controlled waters for for any discharge of sewage or trade effluent from buildings or fixed plant into or onto ground or into waters which are not controlled waters. Such consent may be withheld. Contact the EA on 03708 506 506 for further information.</p>
6.	<p>The applicant is requested to maintain contact with the promoters of the Orbital Light Rail Proposal (Campaign for Better Transport) through the Transport Advisory Group. The Terms of Reference for the TAG are defined in the Section 106 Agreement</p>
7.	<p>Drainage</p> <p>There are public sewers crossing the site, and no building works will be permitted within 3 metres of the sewers without Thames Water's approval. Should a building over/diversion application form, or other information relating to Thames Water assets be required, the applicant should be advised to contact Thames Water Developer Services on 0845 850 2777.</p> <p>Where the developer proposes to discharge to a public sewer, prior approval from Thames Water Developer Services will be required. They can be contacted on 0845 850 2777.</p> <p>Thames Water would recommend that petrol / oil interceptors be fitted in all car parking/washing/repair facilities. Failure to enforce the effective use of petrol / oil interceptors could result in oil-polluted discharges entering local watercourses.</p> <p>Thames Water recommends the installation of a properly maintained fat trap on all catering establishments. We further recommend, in line with best practice for the disposal of Fats, Oils and Grease, the collection of waste oil by a contractor, particularly to recycle for the production of bio diesel. Failure to implement these recommendations may result in this and other properties suffering blocked drains, sewage flooding and pollution to local watercourses. Further information on the above is available in a leaflet, 'Best Management Practices for Catering Establishments' which can be requested by telephoning 020 8507 4321.</p>
8.	<p>Archaeology</p> <p>This site is likely to contain archaeological remains. The application should therefore submit detailed proposals in the form of an archaeological report of investigation and preservation or recording, as per condition 43.1. This report should be in accordance with the appropriate English Heritage guidelines</p>

9.	<p>Air Quality</p> <p>The Air Quality Stage 4 Review and Assessment for the London Borough of Barnet has highlighted that this area currently experiences or is likely to experience exceedances of Government set health-based air quality standards. A list of possible options for mitigating poor air quality is as follows: 1) Use of passive or active air conditioning; 2) Use of acoustic ventilators; 3) Altering layout – habitable rooms away from source of poor air quality; 4) Non residential usage of lower floors; 5) Altering footprint – setting further away from source of poor air quality.</p> <p>For developments that require an Air Quality report; the report should have regard to the air quality predictions and monitoring results from the Stage Four of the Authority's Review and Assessment available from the LPA web site and the London Air Quality Network. The report should be written in accordance with the following guidance: 1) Environmental protection UK Guidance: Development Control: Planning for Air Quality (Updated 2010) 2) Environment Act 1995 Air Quality Regulations, National Planning Policy Framework (March 2012) and National Planning Policy Guidance (March 2014); 3) Local Air Quality Management Technical Guidance LAQM.TG(09); 4) London Councils Air Quality and Planning Guidance, revised version January 2007.</p>
10.	<p>Access Points</p> <p>The development will require a number of accesses to be formed on the public highway at the applicant's expense. These works will be carried out under the Highways Act 1980. Detailed proposals for these works should be submitted for approval to the relevant Highway Authority. (Which for the Council is Highways Group, North London Business Park (NLBP), Building 4, 2nd Floor, Oakleigh Road South, London N11 1NP.)</p>
11.	<p>Crime Prevention</p> <p>Detailed designs should take account of the principles of 'By Design' and should be developed in consultation with the Met. Police Crime Prevention Officer.</p>
12.	<p>Highway Works</p> <p>The applicant is advised that any alteration to the public highway (including pavement) will require prior consent of the relevant highway authority. The costs of any associated works to the public highway, including reinstatement works, will be borne by the applicants and may require the Applicant to enter into a 278 Agreement under the Highways Act 1980. You may obtain an estimate for this work, where it is to the Council's highways from the Chief Highways Officer,</p>

	Building 4, North London Business Park (NLBP), Oakleigh Road South, London N11 1NP.
13.	<p>Parking Space Standards</p> <p>The parking spaces should be 2.4 by 4.8 metres. There should be a minimum distance of 6.0 metres in front of the parking spaces to allow vehicles to manoeuvre</p>
14.	<p>Wildlife and Countryside Act.</p> <p>Any and all works carried out in pursuance of this consent / notice will be subject to the duties, obligations and criminal offences contained in the Wildlife and Countryside Act 1981 (as amended). Failure to comply with the provisions of the Wildlife and Countryside Act 1981 (as amended) may result in a criminal prosecution</p>
15	<p>EIA</p> <p>The application represents EIA development for the purposes of the Town and Country Planning (Environmental Impact Assessment) (England and Wales) Regulations 1999. The environmental information provided with the application has been taken into account in determining this application.</p>
16.	<p>S106</p> <p>Your attention is drawn to the fact that this decision is subject to a Section 106 Planning Obligation</p>

ANNEX

LIST OF APPROVED PLANS

1. Plans for Approval

a) Site Plans

Plan	Plan Reference
Red Line Site Location Plan	649_07_000

Notes:

1. This plan is contained within the Drawings and Plans document which is separate document of Volume BXC1.

b) Highway Plans

Junction	Planning Permission (October 2010)	S73 Application
M1/A406/A5	P/D111870/H/100/10 11 Rev F	P/D111870/H/100/1011 Rev F
	P/D111870/H/100/10 12 Rev F	P/D111870/H/100/1012 Rev F
	P/D111870/H/100/10 13 Rev F	P/D111870/H/100/1013 Rev F
	P/D111870/H/100/10 29 Rev B	P/D111870/H/100/1029 Rev B
A41/A406 inc Slip Road into Brent Cross adjacent to A41/A406	P/D111870/H/100/10 04 Rev D	P/D111870/H/100/1004 Rev D

	P/D111870/H/100/1005 Rev E	P/D111870/H/100/1005 Rev E
	P/D111870/H/100/1006 Rev G	P/D111870/H/100/1006 Rev G
A41/Whitefield Avenue	P/D111870/H/100/1010 Rev E	P/D111870/H/100/1010 Rev E
A5/Link Road over MML	P/D111870/H/100/1018 Rev C	P/D111870/H/100/1018 Rev C
	P/D111870/H/100/1019 Rev E	P/D111870/H/100/1019 Rev E
A5/Rail Freight Facility	P/D111870/H/100/1022 Rev C	P/D111870/H/100/1022 Rev C
	P/D111870/H/100/1025 Rev C	P/D111870/H/100/1025 Rev C
A5/Diverted Geron Way	P/D111870/H/100/1017 Rev E	P/D111870/H/100/1017 Rev E
A5/A407	P/D111870/H/100/1024 Rev D	P/D111870/H/100/1024 Rev D
A407/Claremont Road	P/D111870/H/100/1023 Rev C	P/D111870/H/100/1023 Rev C
Ingress/egress to Brent Cross off A406	P/D111870/H/100/1007 Rev C	P/D111870/H/100/1007 Rev C
Visibility Envelopes	P/D111870/H/110/10	P/D111870/H/110/1005

(A41/A406)	05 Rev A	Rev A
Visibility Envelopes (M1/A406/A5)	P/D111870/H/110/10 12 Rev B	P/D111870/H/110/1012 Rev B
	P/D111870/H/110/10 13 Rev B	P/D111870/H/110/1013 Rev B

Notes:

1. These plans are contained within a separate document of Volume BXC1 entitled 'Drawings and Plans'.
 2. The Indicative Transport Layout Plan Ref No: BXCR-URS-73-ZZ-DR-CE-00002 Rev A has been sub-divided into 31 individual sheets. Those sheets which show the layout of junctions for which full planning permission is sought are referenced in the table above. The remaining sheets, which are contained in the Transport Assessment Volume 4 (BXC5), are provided for illustrative purposes only.
- c) Parameter Plans

Plan	2010 Permission	S73 Application
Development Zones	Parameter Plan 001 Rev 13	Parameter Plan 001 Rev 15
Transport Infrastructure	Parameter Plan 002 Rev 13	Parameter Plan 002 Rev 18
Public Realm & Urban Structure	Parameter Plan 003 Rev 10	Parameter Plan 003 Rev 18
Ground Level Land Uses to Frontages	Parameter Plan 004 Rev 10	Parameter Plan 004 Rev 15
Upper Level Land Uses to Frontages	Parameter Plan 005 Rev 10	Parameter Plan 005 Rev 15
Proposed Finished Site Levels	Parameter Plan 006 Rev 11	Parameter Plan 006 Rev 14
Maximum Building and Frontage Heights	Parameter Plan 007 Rev 10	Parameter Plan 007 Rev 14
Minimum Frontage Heights	Parameter Plan 008 Rev 7	Parameter Plan 008 Rev 11
Basement and Service	Parameter Plan 009	Parameter Plan 009 Rev 13

Plan	2010 Permission	S73 Application
Access	Rev 9	
Utilities	Parameter Plan 010 Rev 10	Parameter Plan 010 Rev 13
River Brent	Parameter Plan 011 Rev 12	Parameter Plan 011 Rev 16
Clitterhouse Playing Fields	Parameter Plan 012 Rev 10	Parameter Plan 012 Rev 11
Transport Interchanges	Parameter Plan 013 Rev 11	Parameter Plan 013 Rev 15
Floorspace Thresholds	Parameter Plan 014 Rev 8	Parameter Plan 014 Rev 13
Indicative Layout Plan	Parameter Plan 015 Rev 1	Parameter Plan 015 Rev 6
Existing Building and Spaces	Parameter Plan 016 Rev 6	Parameter Plan 016 Rev 9
Minor Transport Interchanges	Parameter Plan 017 Rev 1	Parameter Plan 017 Rev 2
Waste and Freight Facilities	Parameter Plan 018 Rev 2	Parameter Plan 018 Rev 2
Indicative Primary Development Package Layout Plan	Parameter Plan 019 Rev 4	Parameter Plan 019 Rev 9
Indicative Zonal Layout Plan (Market Quarter)	Parameter Plan 020 Rev 1	Parameter Plan 020 Rev 6
Indicative Zonal Layout Plan (Eastern Lands)	Parameter Plan 021 Rev 1	Parameter Plan 021 Rev 6
Indicative Zonal Layout Plan (Station Quarter)	Parameter Plan 022 Rev 2	Parameter Plan 022 Rev 6
Indicative Zonal Layout Plan (Brent Terrace)	Parameter Plan 023 Rev 2	Parameter Plan 023 Rev 7
Indicative Zonal Layout Plan (Cricklewood Lane)	Parameter Plan 024 Rev 1	Parameter Plan 024 Rev 6
Indicative Zonal Layout Plan (Railway Lands)	Parameter Plan 025 Rev 1	Parameter Plan 025 Rev 6
Indicative Zonal Layout Plan (Clitterhouse Playing	Parameter Plan 026	Parameter Plan 026 Rev 6

Plan	2010 Permission	S73 Application
Fields)	Rev 1	
Indicative Zonal Layout Plan (Brent Cross East)	Parameter Plan 027 Rev 2	Parameter Plan 027 Rev 7
Indicative Zonal Layout Plan (Brent Cross West)	Parameter Plan 028 Rev 1	Parameter Plan 028 Rev 6
Indicative Phasing Plan	Parameter Plan 029 Rev 1	Parameter Plan 029 Rev 3

Notes:

1. The Parameter Plans are contained within Appendix 2 of the RDSF.

d) Others

Plan	2010 Permission	S.73 Application
Existing Tree Plan *1	823-MD-049	1065 G213
Approval in Principle Plans for bridges *2		
A41/A406 Roundabout	D112186-443	D112186-443
	D112186-444	D112186-444
	D112186-441A	D112186-441A
	D112186_442A	D112186_442A
A41 Footbridge	D112186-341	D112186-341
A406 Footbridge	D112186-331	D112186-331
M1/A406 Bridges	D112186-401A	D112186-401A
	D112186-402A	D112186-402A
	D112186-411A	D112186-411P1
		D112186/410
	D112186-420A	D112186-420
M1/A406 Pedestrian/Cycle bridge	D112186_361C	D112186_361C
MML Bridge	D112186-312	D112186-312

	D112186-313A	D112186-313A
	D112186-314A	D112186-314A
MML Footbridge	D112186_321A	D112186_321A
Railway Arches	D111870_541	D111870_541A
A406 Templehof Bridge	D112186-302	47067355-A406-12-SK-014 Revision C
	D112186-303	47067355-A406-12-SK-015 Revision B
	D112186-304	47067355-A406-12-SK-016 Revision A
	n/a	47067355-A406-12-SK-020 Revision A
	n/a	47067355-A406-12-SK-021 Revision A
Living Bridge	n/a	47065005-SK-LB-008 Revision 04
	n/a	47065005-SK-LB-007 Revision 03

Notes

1. A tree survey has been undertaken to assess the location, species and quality of the trees on site. It is not possible to identify at this stage exactly which trees will be removed and therefore definitive plans showing those trees to be removed will be submitted as part of reserved matter applications. The plan is contained within the Drawings and Plans document which is separate document of Volume BXC1.
2. The plans are contained within Volume BXC20.

GLOSSARY TO CONDITIONS

Where in these Conditions the following expressions shall have the following meanings:

"1990 Act" means the Town and Country Planning Act 1990;

"2010 Permission" means the extant planning permission with the LPA reference C/17559/08 and dated the 28th October 2010 in relation to the redevelopment of the Site;

"A406 Brent Cross Ingress/Egress Junction Improvements" means upgrading the ingress and incorporating a new egress onto the A406 adjacent to the Brent Cross East Zone in accordance with paragraphs 3.14 and 3.15 of the DSF and as set out in the following plans:

- P/D111870/H/100/1007 Rev C;
- BXCR-URS-73-ZZ-DR-CE-00002 Rev A (Indicative Transport Layout Plan);

"A406 Supplementary Noise Mitigation" means any necessary A406 noise reducing surface identified in an Acoustic Design Report approved under **Condition 29.1** of this Permission comprising the resurfacing of that part of the A406 North Circular carriageway within the Site to the extent that they are not within those parts of the A406:

- (a) which are comprised in other junction and highways improvements to be carried out as part of the Development; and
- (b) in respect of which it is intended that the Necessary Consents for such junction and highways improvements and works will separately provide and specify that the surfacing will comprise a noise reducing surface,

and may (subject to the agreement of the LPA and TfL) include noise barriers alongside the A406 insofar as may be necessary to protect the amenity and ecology of the Riverside Park);

"A407 Cricklewood Lane/Claremont Road Junction Improvements" means improvements to the existing A407/Claremont

Road junction within the Cricklewood Lane Zone in accordance with paragraph 3.13 of the DSF and as set out in the following plans:

- P/D111870/H/100/1023 Rev C;
- P BXCR-URS-73-ZZ-DR-CE-00002 Rev A (Indicative Transport Layout Plan);

"A41/A406 Junction Improvements" means alterations to the existing highway network at this junction, and including the new slip road access into the Brent Cross Shopping Centre, the Brentfield Gardens Junction Works and alterations to Highfield Avenue, in accordance with paragraphs 3.5 to 3.7 of the DSF and as set out within the following plans:

- P/D111870/H/100/1004 Rev D;
- P/D111870/H/100/1005 Rev E;
- P/D111870/H/100/1006 Rev G;
- P/D111870/H/110/1005 Rev A;
- BXCR-URS-73-ZZ-DR-CE-00002 Rev A (Indicative Transport Layout Plan);

"A41/Whitefield Avenue Junction" means the creation of a new junction off the A41 including alterations to Highfield Avenue into the Eastern Lands Zone in accordance with paragraph 3.8 of the DSF and as set out in the following plans:

- P/D111870/H/100/1010 Rev E;
- BXCR-URS-73-ZZ-DR-CE-00002 Rev A (Indicative Transport Layout Plan);

"A5/A407 Cricklewood Lane Junction Improvements" means improvements to the existing A5/A407 junction adjacent to the Cricklewood Lane Zone in accordance with paragraphs 3.12, 3.19 and 3.19a of the DSF and as set out in the following plans:

- P/D111870/H/100/1024 Rev D;
- BXCR-URS-73-ZZ-DR-CE-00002 Rev A (Indicative Transport Layout Plan);

“A5 Corridor Study” means the A5 Corridor Study to cover the A5 between A407 Cricklewood Lane and Staples Corner including adjacent local roads where appropriate to be carried out by the developers on a joint and several basis and to be approved in accordance with:

- (a) **Condition 2.7** of this Permission; and
- (b) the parameters and principles set out in **Annex 7** to **Schedule 17**, the Matrix and Transport Reports Schedule to the S106 Agreement,

The A5 corridor study and monitoring, including bus journey times, should be used to inform future changes to the highways that serve the site, including modifying any of the gateway junctions, in accordance with the S106 Agreement (including the Matrix and Transport Reports Schedule);

“A5/Diverted Geron Way (Waste Handling Facility) Junction” means the new junction off the A5 Edgware Road into the new WHF and associated junction improvement works to be constructed in accordance with paragraphs 3.11 and 3.19 and 3.19a of the DSF and as set out in the following plans:

- P/D111870/H/100/1017 Rev E;
- BXCR-URS-73-ZZ-DR-CE-00002 Rev A (Indicative Transport Layout Plan);

“A5/Link Road over Midland Mainline Junction” means the new junction off the A5 Edgware Road into the western part of the Site in accordance with paragraphs 3.9, 3.19 and 3.19a of the DSF and set out within the following plans:

- P/D111870/H/100/1018 Rev C;
- P/D111870/H/100/1019 Rev E;
- BXCR-URS-73-ZZ-DR-CE-00002 Rev A (Indicative Transport Layout Plan);

“A5/Rail Freight Facility Junction” means the new junction off the A5 Edgware Road into the new rail freight facility in accordance with paragraph 3.10 of the DSF and as set out in the following plans:

- P/D111870/H/100/1022 Rev C;
- P/D111870/H/100/1025 Rev C;
- BXCR-URS-73-ZZ-DR-CE-00002 Rev A (Indicative Transport Layout Plan);

“Acoustic Design Report” means a description of the design details and features that have been used to achieve acceptable internal noise standards:

- (a) with reference to BS8233 as set out in Paragraph 2.82 of the DSF; and
- (a) which is to be submitted and approved in accordance with **Condition 29.1** of this Permission;

“Additional Primary School” means a new 3 form entry primary school to be provided (if and when required in accordance with Condition 21.25) and (insofar as is reasonably practicable) to be co-located within the area already permitted to be used for educational purposes within the Replacement Secondary School as part of the Education Campus in the Eastern Lands Zone and incorporating a nursery/children’s centre to be brought forward in accordance with the trigger identified in Condition 21.25.

“Additional Planning Permission” means any such planning permission as may be granted after the date of this Permission whereby amendments may be made to:

- (a) the Northern Development and / or Southern Development (as the case may be); and/or
- (b) the Transport Network,

so as to provide any necessary mitigation measures which are indicated in any Transport Report as being necessary in order to safely and efficiently accommodate the transport impacts of the Northern Development and / or Southern Development (and / or any part of it or them) (as the case may be) in accordance with the relevant Benchmarks;

"Additional PTR STM Costs" shall have the meaning ascribed to it in **paragraph 7.4 of Schedule 3 to the S106 Agreement**;

"Affordable Car Parking Charges" means the annual or recurring charges for the car parking spaces in the Northern Development or Southern Development (as the case may be) connected with the Affordable Housing Units which are to be affordable having regard to the type and tenure of the Affordable Housing Units in question, details of which charges and an appropriate process for adjusting them taking account the likely lifetime of the Northern Development or Southern Development (as the case may be) are to be approved having regard to the Phase or Sub-Phase in question pursuant to:

- (a) the relevant Affordable Housing Scheme for the Affordable Housing Units in question; or
- (b) such subsequently varied details as are submitted to and approved by the LPA;

"Affordable Estate Management Charges" means the charges payable to the Estate Management Body by the Affordable Housing Provider and/or residents of the Affordable Housing Units for the estate management of the Northern Development or Southern Development (as the case may be) which are to be affordable having regard to the type and tenure of the Affordable Housing Units in question, details of which charges and an appropriate process for adjusting them taking account the likely lifetime of the Northern Development or Southern Development (as the case may be) are to be approved pursuant to:

- (a) the Estate Management Framework under **Condition 7** of this Permission; or
- (b) such subsequently varied details as are submitted to and approved by the LPA;

"Affordable Housing" means housing provided to eligible households whose needs are not met by the market at a cost low enough for them to afford, determined with regard to local incomes and local house prices and which within the Development will be provided as:

- (a) Social Rented Housing;

- (b) Affordable Rented Housing; and
- (c) Intermediate Housing,

in accordance with the provisions of **Schedule 2A** to the S106 Agreement;

"Affordable Housing Commuted Sum" means any commuted sum payable in the case of the Southern Development under **Paragraph 2.1.2** of **Schedule 2A** or in the case of the Northern Development under **paragraphs 3.1.2** or **3.2.2** of **Schedule 2A** of the S106 Agreement which is approved as part of the relevant Affordable Housing Viability Testing Report and Affordable Housing Scheme or **paragraph 3.1.4 of Schedule 2A** and which:

- (a) in the case of any sum payable under **paragraphs 2.1.2(c)** or **3.1.2 (c)** (as the case may be) of **Schedule 2A** of the S106 Agreement shall be an amount equal to 50% of any forecasted returns above 20% Ungearred IRR to be received by the developers (as the Master Developer) from the relevant Phase or Sub-Phase of the Southern Development or Northern Development (as the case may be) up to a maximum amount representing:
 - (i) (in the case of **paragraph 2.1.2(c)**) the number of Southern Affordable Housing Units required in order to catch up the shortfall at such time from the Indicative Southern Cumulative Target; or
 - (ii) (in the case of **paragraph 3.1.2(c)**) 23.5% (twenty three and a half percent) of the Northern Residential Units (excluding any Whitefield Estate Replacement Units) being provided as Affordable Housing; or
- (b) in the case of any sum payable under **paragraph 2.1.2(b)** of **Schedule 2A** of the S106 Agreement (in relation to the Southern Development) or **paragraph 3.2.2** (in relation to the Northern Development) shall be an amount equal to any forecasted returns above 20% Ungearred IRR to be received by the developers (as the Master Developer) from the relevant Phase or Sub-Phase of the Southern Development or Northern Development (as the case may be) up to a maximum amount representing the number of

Affordable Housing Units required to catch up the shortfall at such time from the Indicative Southern Cumulative Target or the Indicative Northern Cumulative Target (as the case may be),

- (c) in the case of **paragraph 3.1.4** (in relation to the Northern Development) shall be calculated in accordance with **paragraphs 3.1.4 and 3.1.5 of Schedule 2A** of the S106 Agreement;

with the amount of Affordable Housing Units any sum represents being calculated on the basis of the calculation for the Affordable Housing Credit in accordance with **paragraph 1.4 of Schedule 2A** of the S106 Agreement;

“Affordable Housing Credit” means:

- (a) a fair and reasonable credit against the number of Affordable Housing Units which have been "provided" (as defined in **paragraph 1.3.4 of Schedule 2A** of the S106 Agreement) by (as the case may be):

- (i) the developer of the Southern Development in relation to it;
 - or

- (ii) the developer of the Northern Development in relation to it

for the purposes of **paragraph 1.3.1 and 1.3.2 of Schedule 2A** of the S106 Agreement; and

- (b) with the number of Southern Affordable Housing Units or Northern Affordable Housing Units (as the case may be) deemed to be "provided" through the payment of any Affordable Housing Commuted Sum calculated in accordance with **paragraph 1.4 of Schedule 2A** of the S106 Agreement;

which (with the exception of any Affordable Housing Commuted Sum payable under **paragraph 3.1.4 of Schedule 2A**) is to be approved as part of the relevant Affordable Housing Viability Testing Report and Affordable Housing Scheme;

“Affordable Housing Grant” means grant or similar capital funding towards Affordable Housing Units provided by the HCA or the GLA (as the funding body responsible for Greater London) through the National

Affordable Housing Programme (or if applicable any London variations or replacement funding) or such other replacement form of grant or similar funding providing for the allocation of such funding to Affordable Housing Providers developers or local authorities to subsidise the provision of Affordable Housing;

"Affordable Housing Mix" means the mix of different types of Affordable Housing Units to be included in the Affordable Housing Scheme in accordance with **Condition 1.14** of this Permission and the provisions contained in **Schedule 2A** to the S106 Agreement

"Affordable Housing Provider" means a Registered Provider or (if approved by the LPA pursuant to **paragraph 2.10** or **3.11** of **Schedule 2A** of the S106 Agreement) an alternative registered provider of social housing for the purposes of section 80(2) of the Housing and Regeneration Act 2008;

"Affordable Housing Review" means a review of either (as the case may be):

- (a) the level of Affordable Housing Units to be provided by the developer in the Southern Development or Northern Development within any given Phase or Sub-Phase; or
- (b) in the case of **paragraphs 2.1.2(b)** and **(c)** of **Schedule 2A** of the S106 Agreement (in relation to the Southern Development) and **paragraphs 3.1.2** and **3.2.2** of **Schedule 2A** of the S106 Agreement (in relation to the Northern Development) the level of any Affordable Housing Commuted Sum which may be payable by the developer of the Southern Development or Northern Development in the relevant Phase or Sub-Phase (as the case may be) and the level of any Affordable Housing Credit,

which review is to be undertaken prior to the submission of any Reserved Matters Application for the Southern Development or Northern Development in the Phase or Sub-Phase in question (save and except for Phase 1A) in accordance with the provisions of **Schedule 2A** and **Condition 1.13** of this Permission unless and to the extent that any variations to the Affordable Housing Viability Testing Report may be submitted and approved in accordance with that condition;

"Affordable Housing Scheme" means a scheme for the Southern Affordable Housing or Northern Affordable Housing in the relevant Phase or Sub Phase setting out details of the:

- (a) amount of Affordable Housing Units in accordance with **paragraphs 1.7 to 1.10 of Schedule 2A** of the S106 Agreement; and
- (b) type and mix (including details of the proposed mix of Southern Intermediate Housing or Northern Intermediate Housing types within the Phase or Sub Phase so as to achieve a balanced mix of unit sizes in accordance with the Baseline Housing Mix (except where otherwise approved under this scheme) which appropriately addresses local Housing Need in the London Borough of Barnet; and
- (c) the intended location of the Affordable Housing Units; and
- (d) the proportion and level of the car parking provision for the Affordable Housing Units (to be transferred, demised or made available to the Affordable Housing Provider or occupiers of the Affordable Housing Units) and the proposed Affordable Car Parking Charges for the spaces associated with the Affordable Housing Units; and
- (e) services and matters to be covered by the Affordable Housing Service Charges for the Intermediate Housing units having regard to both the services and matters as are covered by the HCA's standard lease for intermediate housing and the services and matters as are eligible for or covered by housing benefits (or any similar scheme replacing housing benefits) under the Housing Benefit Regulations (or if applicable any London variations or replacements); and
- (f) in respect of any proposed Intermediate Housing Units within the Phase or Sub-Phase:
 - (i) the arrangements and mechanisms to be put in place to the LPA's reasonable satisfaction to ensure that said units will remain at an affordable price for future eligible households or that any subsidy will be recycled for alternative affordable housing provision in the Barnet area; and
 - (ii) measures to be implemented to ensure that the Intermediate Housing units cater for a range of income levels within the income parameters for London as specified by the

GLA from time to time as qualifying for Intermediate Housing and which for the avoidance of doubt shall (unless otherwise agreed in writing by the LPA) also (through appropriate sales mechanisms such as making a certain proportion of Intermediate Housing units of different sizes available for initial purchase at a minimum initial equity share level agreed with the LPA) seek to ensure that the Intermediate Housing units in the relevant Phase or Sub Phase are made available and accessible to the income levels specified in the Intermediate Housing Income Parameters in the proportions specified therein; and

- (g) the rent arrangements in respect of the Affordable Rented Housing within the Phase or Sub-Phase and/or in the event that Social Rented Housing is included within any future GLA Affordable Housing Programme the proportion of the rented Affordable Housing Units within the Phase or Sub-Phase that are to be provided as Social Rented Units (to be arrived at having regard to the LPA's and the GLA's adopted housing policies at the time),

which shall be submitted for approval under **Condition 1.12** of this Permission (along with the accompanying Affordable Housing Viability Testing Report) prior to the submission of any Reserved Matters Application for the Southern Development or Northern Development in the Phase or Sub Phase of the Southern Development or Northern Development in question (save and except Phase 1A) in accordance with **Condition 1.12** of this Permission unless and to the extent that variations to such scheme are approved under that condition.

"Affordable Housing Service Charges" means the service charges to apply to the buildings containing Affordable Housing Units within the Southern Development and / or Northern Development (as the case may be) which:

- (a) in regard to the Social Rented Housing Units and Affordable Rented Housing shall only be imposed for such services and for matters as are eligible for or covered by housing benefits (or any similar scheme replacing housing benefits) under the Housing Benefit Regulations unless agreed otherwise with the LPA;

(b) in regard to the Intermediate Housing units shall only be imposed for such services and for matters as are approved in the Affordable Housing Scheme under **Condition 1.12** of this Permission unless agreed otherwise with the LPA,

and shall not relate to any parts of the Development or facilities to which the residents of the Affordable Housing Units do not have access;

"Affordable Housing Standards" means the essential standards in the London Housing Design Guide (August 2010) for the relevant size and type of unit (or such alternative GLA or London standards as shall replace them and are applicable at the time of the relevant Reserved Matters Approval), a minimum of Code for Sustainable Homes Level 4 and any such other minimum construction, design and sustainability standards as are required to be met to secure (if applicable at the time of any application for) Affordable Housing Grant for the Affordable Housing Units in question unless otherwise approved in the Reserved Matters Approvals or Other Matters Approvals or agreed in writing with the LPA;

"Affordable Housing Units" means the units of Affordable Housing to be provided within the Development pursuant to **Schedule 2A** to the S106 Agreement;

"Affordable Housing Viability Testing Report" means a viability appraisal or appraisals to be undertaken as part of the Affordable Housing Review for the Southern Development or Northern Development in respect of the relevant Phase or Sub-Phase in accordance with the provisions of **Schedule 2A** to the S106 Agreement and **Condition 1.13** of this Permission (subject to **paragraph 3.1.2(d)** of **Schedule 2A** to the S106 Agreement (if applicable));

"Affordable Rented Housing" means Affordable Housing that is let by Registered Housing Providers of social housing to households who are eligible for Social Rented Housing. Affordable Rent Housing is subject to rent controls that require a rent of no more than 80% of the local market rent (including service charges, where applicable) and which ensure that any such units within the Development are made available at a spectrum of rental levels with rents set and adjusted from time to time so as to (subject to the maximum of 80% of local market rent) maximise rents

for the said units where possible but minimise rents where necessary having regard to the size of unit and which ensure that units of all sizes are affordable and accessible to persons in Housing Need within the London Borough of Barnet who are eligible for said units including having regard to what is affordable and accessible to those receiving housing or welfare benefit and those who are subject to the Universal Benefits Cap (unless in relation to the latter the Universal Benefits Cap ceases to exist);

“Alternative Energy Permission” means a planning permission and/or such other statutory consents licences and/or permits which may be required to enable the Southern Development and / or Northern Development (as the case may be) to achieve a minimum reduction in carbon emissions below the standard set out in Building Regulations Part L 2010 of 40% and 25% for residential and commercial buildings respectively in accordance with the Revised Energy Strategy;

“Area of Concern” for any Transport Report shall be the relevant part of the Area of Influence defined by the Transport Assessment which is likely to be affected by the Phase or Sub-Phase in question and which is to be defined in accordance with the principles set out in the Matrix and Transport Reports Schedule;

“Area Wide Walking and Cycling Study” means a walking and cycling study to be carried out by and at the cost of the developer(s) of the Northern Development and/or Southern Development (as the case may be) in accordance with the principles and parameters set out in the Matrix and Transport Reports Schedule to be submitted and approved in accordance with **Condition 1.20** of this Permission. This should include provisions to ensure that a good network of walking and cycling routes is maintained during the construction phase;

“Baseline Housing Mix” means the housing mix for the Affordable Housing within the Development (excluding the Whitefield Estate Replacement Units) which (subject to any departures therefrom as may be approved under the relevant Affordable Housing Schemes) shall be as set out in the table below (provided that for each unit type below (and any others) there shall be no requirement or obligation on the developer(s) of the Northern Development and/or Southern Development

(as the case may be) to provide unit sizes larger than the relevant minimum standard set out in the Affordable Housing Standards):

Type	Intermediate	Social Rented / Affordable Rented Housing
1 bedroom	36.8%	16%
2 bedroom	46.6%	37%
3/4 bedroom (3 bed) (4 bed)	16.6%	47%

"Baseline Mixes" means Baseline Housing Mix and Baseline Tenure Mix;

"Baseline Tenure Mix" means (excluding any Whitefield Estate Replacement Units which are to be provided in accordance with the Residential Relocation Strategy) a tenure mix for the Affordable Housing Units of sixty per cent (60%) Affordable Rented Housing and / or Social Rented Housing and forty per cent (40%) Intermediate Housing Units;

"Benchmark(s)" means the Benchmarks in **Annex 3** of **Schedule 17**, the Matrix and Transport Reports Schedule in the S106 agreement;

"Brent Cross East Zone" means the zone identified and marked as the Brent Cross East Zone on Parameter Plan 001 the indicative layout of which Zone is shown on Parameter Plan 027;

"Brent Cross LUL Square" means the new square of 0.15 ha (which forms part of the Transport Interchange T3 (Brent Cross Underground Station) Forecourt Works adjacent to the Brent Cross underground station in the general vicinity of the location marked "S4" on Parameter Plans 003 and 017 the parameters and principles of which are established within (a) Section B3.2, with an illustrative space typology diagram shown in Section B3.2.4, of the Design Guidelines and (b) in the text at page 130 of the PROSS;

"Brent Cross Main Square" means the new square of 0.35 ha at Brent Cross in the Brent Cross East Zone in the general vicinity of the location

marked "M3" on Parameter Plan 003 to be provided in accordance with (a) paragraph 5.16 of the DSF (in respect of which the indicative layout showing how such square could be constructed in accordance with the parameters and principles approved under this Permission is shown on Indicative Zonal Layout Parameter Plan 27) (b) the description and principles in the text at page 134 of the PROSS and (c) Section B3. 2 of the Design Guidelines, with an illustrative space typology diagram shown in Section B3.2.5 (page 36);

"Brent Cross Pedestrian Underpass Works" means such works to the existing pedestrian underpass beneath the A41 adjacent to the Brent Cross East Zone as are reasonable and necessary to improve pedestrian access to the east of the A41 and safety in accordance with the Area Wide Walking and Cycling Study as described in paragraph 5.19 of the DSF to include improvements to pedestrian links between the underpass and Brent Cross Shopping Centre, marked "U3" on Parameter Plan 002 (in respect of which the indicative layout on Indicative Zonal Layout Parameter Plan 27 shows how such works could be carried out in accordance with the parameters and principles approved under this Permission);

"Brent Cross West Zone" means the Zone identified and marked as the Brent Cross West Zone on Parameter Plan 001 the indicative layout of which Zone is shown on Parameter Plan 028;

"Brent Riverside Park" means the new Brent Riverside Park (with a minimum area of 3.1 ha) directly adjacent to the realigned River Brent in the general vicinity of such part of the area hatched green on Parameter Plan 011 to be provided in accordance with (a) Table 5 (page 43) and paragraphs 3.24 – 3.26 of the DSF (in respect of which the indicative layouts on Indicative Zonal Layout Parameter Plans 27 and 28 show how such works could be carried out in accordance with the parameters and principles approved under this Permission); (b) in the text at pages 122 - 127 of the PROSS (c) Appendix C of the PROSS and (d) Section A2.6 of the Design & Access Statement;

"Brent Terrace Green Corridor" means the new green corridor with a 3 m width in the general vicinity of the location marked "GC7" on Parameter Plan 003;

"Brent Terrace Park" means the new park with a total area of 2.1 ha within the Brent Terrace Zone in the general vicinity of the location marked "NH3" on Parameter Plan 003 to be provided in accordance with (a) Table 4 of Appendix 2 and paragraph 5.62 of the DSF (b) the description and principles at paragraph 5.6.2 (pages 104 - 105) of the PROSS and (c) Section B3.2, with an indicative space typology diagram shown in Section B3.2.2, of the Design Guidelines (in respect of which the indicative layout on Indicative Zonal Layout Parameter Plan 23 shows how such park could be constructed in accordance with the parameters and principles approved under this Permission);

"Brent Terrace Zone" means the Zone identified and marked as the Brent Terrace Zone on Parameter Plan 001 and the indicative layout of which Zone is shown on Parameter Plan 023;

"Bridge Structures" means those bridges as identified on Parameter Plan 002 (ref No's B1-B7) and described more fully in Section 4 of the DSF and includes any or all of the River Brent Bridges;

"Bridge Structure B1 (Replacement A406 Templehof Bridge)" means the creation of a replacement road bridge to provide a link over the A406 to link Market Quarter and Brent Cross East and West Zones to include insofar as reasonably practicable provision for bus lanes, step free access and cycle access (without dismounting) in accordance with the parameters and principles as set out in paragraphs 4.5 and 4.6 of the DSF and the following plans:

- Parameter Plan 002;
- 47067355-A406-12-SK-014 Rev C;
- 47067355-A406-12-SK-015 Rev B;
- 47067355-A406-12-SK-016 Rev A;
- 47067355-A406-12-SK-020A; and
- 47067355-A406-12-SK-021A;

"Bridge Structure B2 (A5 Link Bridge)" means the creation of a new road bridge to provide a link over Midland Mainline Railway from the A5 Edgware Road to the new internal road configurations to include insofar as reasonably practicable provision for bus lanes, step free access and cycle access (without dismounting) in accordance with the parameters

and principles as set out in paragraphs 4.7 and 4.8 of the DSF and in the following plans:

- Parameter Plan 002;
- D112186-312;
- D112186-313A; and
- D112186-314A;

“Bridge Structure B3 (Geron Way Pedestrian Bridge)” means the creation of a new pedestrian bridge to provide a link over the Midland Mainline Railway between the north of the Railway Lands Zone and the Station Quarter Zone to include insofar as reasonably practicable provision for step free access in accordance with the parameters and principles as set out in paragraphs 4.9, 4.10 and 4.11 of the DSF and in the following plans:

- Parameter Plan 002;
- D112186_321A;

“Bridge Structure B4 (Pedestrian Bridge over the A406)” means the creation of a new pedestrian bridge to provide a link over the A406 between the Eastern Lands Zone and Brent Cross East Zone to include insofar as reasonably practicable provision for step free access in accordance with the parameters and principles as set out in paragraphs 4.12 and 4.13 of the DSF and in the following plans:

- Parameter Plan 002;
- D112186-331,

subject to the requirement that such Bridge Structure shall be designed so as not to negatively impact on the design, layout and form of Phase 1 (North);

“Bridge Structure B5 (A41 Pedestrian Bridge)” means the creation of a new pedestrian bridge to provide a link over the A41 to provide a link between the Eastern Lands Zone and Brent Cross London Underground Station to include insofar as reasonably practicable provision for step free access and in accordance with the parameters and principles as set out in paragraphs 4.14, 4.15 and 4.16 of the DSF and in the following plans:

- Parameter Plan 002;
- D112186-341;

“Bridge Structure B6 (M1 Junction 1 Pedestrian and Cycle Bridge)” means the creation of a new pedestrian and cycle bridge to provide a link between the application site at the Station Quarter Zone to the existing communities north of the application site to include insofar as reasonably practicable provision for step free access and cycle access (without dismounting) in accordance with the parameters and principles as set out in paragraphs 4.17 - 4.20 of the DSF and in the following plans:

- Parameter Plan 002;
- D112186-361C;

“Bridge Structure B7 (Living Bridge)” means the creation of a new pedestrian and cycle bridge within the Northern Development (and including the realignment of Tilling Road (as part of the Claremont Avenue Junction with Tilling Road Junction works) to the extent as necessary in order to accommodate satisfactorily the piers and other parts of Bridge Structure B7 (Living Bridge) in accordance with the relevant Phase 1A (North) Details if and to the extent such works have not previously been carried out and completed as part of the Claremont Avenue Junction with Tilling Road works) to provide a link over the A406 between the Market Quarter Zone and the Eastern Lands Zone and the Brent Cross East Zone to include provision for step free access in accordance with the parameters and principles as set out in (a) paragraphs 4.29 and 4.30 and Table 5 of the DSF (b) the description and principles in the text at page 140 of the PROSS and (c) in the following plans:

- Parameter Plan 002;
- 476065005-SK-LB-007 Rev 03;
- 476065005-SK-LB-008 Rev 04.

For the avoidance of doubt only such parts of the Bridge Structure B7 (the Living Bridge) and its accesses that are not adopted public highway or bridge structure shall constitute Northern Public Realm in the Northern Development to be managed and maintained pursuant to the Estate Management Framework following construction;

“Building” means any building or structure to be built or extended as part of the Development except Bridge Structures and **“Buildings”** shall mean more than one Building;

“Building Roof Area” means the roof surface of all Buildings above 3 storeys in height;

“Business Relocation Strategy” means the business relocation strategy to be submitted and approved in accordance with **Condition 46.3** of this Permission and which shall be in accordance with the parameters and principles set out in **Part I of Schedule 24** of the S106 Agreement unless otherwise agreed by the LPA in accordance with **clause 4.7 to 4.9** of the S106 Agreement;

“Bus Station Temporary Relocation Works” means any works which may be necessary in order to temporarily relocate the existing Brent Cross Bus Station to the Bus Station Temporary Relocated Facility in order to maintain continuity of an appropriate bus station facility within the land for the part of the Northern Development located North of the A406 (if and to the extent that the existing bus station needs to be closed) during the construction of Phase 1 (North) and until the Transport Interchange T2 (Replacement Brent Cross Bus Station) is provided and ready for use such works to be carried out in accordance with the terms of **Paragraph 4.1 of Schedule 3** of the S106 Agreement ;

“Bus Station Temporary Relocated Facility” means the temporary relocated Brent Cross bus station to be provided and operated in accordance with the S106 Agreement in order to maintain continuity of an appropriate bus station facility within the land for the part of the Northern Development located North of the A406 in the event that it is necessary to temporarily relocate the existing Brent Cross Bus Station during the construction of Phase 1 (North) as a result of the Development prior to the Transport Interchange T2 (Replacement Brent Cross Bus Station) being provided and ready for use;

“BXC Mobility Feasibility Study and Strategy” means the feasibility study to be undertaken by the developers in liaison with the Consultative Access Forum in accordance with **Condition 1.25** of this Permission and on the basis that the feasibility study should look at how the new retail and other public facilities within the Southern Development (including

Principal Open Spaces) will be provided with a Shopmobility scheme (either in the form of a standalone scheme or a satellite scheme linked to the existing Brent Cross Shopmobility scheme) and/or a Scootability scheme and/or other measures that enable disabled and older people to make use of the retail, sports, leisure and other public facilities within the development;

"BXC Transport Model" means the BXC Multi-modal Transport Model, prepared by URS on behalf of the developers as updated and approved under the S106 Agreement in accordance with the arrangements described in the Matrix and Transport Schedule;

"CAF Constitution" means the constitution and terms of reference for the Consultative Access Forum contained in **Schedule 13** to the S106 Agreement including any subsequent variations to such document as are agreed in writing between the developer(s) of the Northern Development and / or Southern Development (as the case may be) and the LPA;

"Capped Costs Principle" means the principle set out in **sub-paragraph 7.3.1A** of **Schedule 3** to the S106 Agreement;

"Car Club" means the organisation to be procured or established by the developer(s) of the Northern Development and / or Southern Development (as the case may be) in accordance with the S106 Agreement and approved under **Condition 39.2** of this Permission to deliver, operate and manage the on-site hire of cars for scheme users.

"Car Parking Management Strategy" means the Car Parking Management Strategy to be prepared pre-Commencement of Development and applied to all Phases of the Northern Development and / or Southern Development (as the case may be) as an overall framework car parking strategy to be approved (acknowledging that management principles in respect of Brent Cross Shopping Centre are specified in the Car Parking Management Strategy Schedule in accordance with the principles set out in paragraph 5.3.6 Volume 1 of the Transport Assessment) on the application of the developer(s) of the Northern Development and / or Southern Development in accordance with **Condition 11.1** of this Permission on the basis that the Car Parking Management Strategy will be applied in conjunction with the Matrix and Transport Reports Schedule in order to determine the Phase Car Parking

Strategy and the Phase Car Parking Standards. Non-specific allocation of parking spaces will apply so that residents and businesses can lease parking flexibly to suit their needs;

“Car Parking Management Strategy Schedule” means the Car Parking Management Strategy contained in **Schedule 16** to the S106 Agreement;

“CCC Feasibility Study” means the detailed report in respect of a study for the respective Phase or Sub-Phase (as the case may be) into the feasibility of providing a Construction Consolidation Centre or Centres on the Site to be prepared and submitted by the developer(s) of the Northern Development and / or Southern Development (as the case may be) to the LPA for approval in accordance with **Condition 1.9** of this Permission (which study and report should appropriately address the issues and opportunities for a Construction Consolidation Centre as outlined in Section 8 of the Addendum to Construction Impact Assessment (Planning Application document BXC 21) and the consideration of rail operational issues;

“Central Brent Riverside Park” means that part of the new Brent Riverside Park located mainly in the Brent Cross East Zone (and generally co-extensive with the Central River Brent Alteration and Diversion Works) directly adjacent to the realigned River Brent between the western edge of the eastern roundabout of the realigned Prince Charles Drive and the eastern edge of the River Brent Nature Park to be constructed and provided in accordance with (a) Paragraphs 3.24-3.26 and Table 5 (page 43) of the DSF and the parameters and principles shown on Parameter Plan 011 (and on the Indicative Zonal Layout Parameter Plans 27 & 28 showing how this part of the Riverside Park could be carried out within the Brent Cross East Zone and Brent Cross West Zone in accordance with the parameters and principles approved under this Permission) (b) in the text at page 125 of the PROSS (c) Section A2.6 of the Design & Access Statement and (d) as part of Phase 1A (North) in accordance with the Primary Development Delivery Programme pursuant to the Overarching Delivery Obligations;

“Central River Brent Alteration and Diversion Works” means part of the alteration and diversion works to the River Brent between the eastern

and the western roundabouts on the realigned Prince Charles Drive located in the Brent Cross East Zone in the general vicinity of such part of the area shown as "Reach 2" on Parameter Plan 011 (and as shown on the indicative layout showing how such works could be carried out as part of the Brent Cross East Zone in accordance with the parameters and principles approved under this Permission is shown on Indicative Zonal Layout Parameter Plan 27) such works to be carried out in accordance with paragraphs 3.24 – 3.26 and 10-15 of Section 011 of Appendix 2 of the DSF (including for the avoidance of doubt the works associated with the creation of the River Brent Nature Park (NP5) in accordance with paragraph 3.25 of the DSF and sections B3.2 and B3.2.4 of the Design Guidelines);

"CERS Study" means a study using the Transport Research Laboratory Cycle Environment Review System or other comparable method acceptable to TfL and the LPA to assess the level of service and quality provided for cyclists across a range of cycle environments and routes reasonably related to the Development within the Site and making connections to surrounding networks having regard to:

- (a) the principles and parameters set out in the Matrix and Transport Report Schedule for the Area Wide Walking and Cycling Study; and
- (b) the London Cycle Design Standards Mayor of London's Cycle Superhighways programme and the requirements of TfL Streetscape Guidance in relation to the Transport for London Road Network and/or any subsequent revisions or updates to such standards or guidelines adopted by TfL;

"Child Care Facilities" means the facilities for full day nursery or child care for children to be provided in accordance with paragraph 2.33 of the DSF;

"Child Care Facilities (Brent Cross East Zone)" means the premises comprising 232 sq m gross external floorspace to be provided in the Northern Development in the Brent Cross East Zone for Child Care Facilities;

"Child Care Facilities (Brent Terrace Zone)" means the premises to be provided in the Brent Terrace Zone for Child Care Facilities;

“Child Care Facilities (Eastern Lands Zone)” means the premises to be provided in the Eastern Lands Zone as indicatively shown within the vicinity of Plot 71 of Table 8a of Appendix 2 of the DSF Child Care Facilities;

“Child Care Facilities (Station Quarter Zone)” means the premises to be provided in the Station Quarter Zone for Child Care Facilities;

“Children’s Centre” means children’s centre to be provided in accordance with paragraph 2.33 of the DSF comprising 558m² gross external floorspace to be located in the Eastern Lands Zone as indicatively shown within the vicinity of Plot 37 on Table 8a of Appendix 2 of the DSF suitable for providing a range of services for children and families including early learning and day care provision;

“CHP” means the new scheme-wide combined heat and power plant to be constructed with a maximum output of 16MWe (subject to **Conditions 35.5** and **35.6** of this Permission) to be provided in the Station Quarter Zone in accordance with paragraphs 2.54-2.62 and 5.55 (and Table 8) of the DSF as shown on Parameter Plan 010 and approximately as shown on Zonal Parameter Plan 022 and in the vicinity of Plot 59 shown on the Indicative Phasing Parameter Plan (and in Table 8a in Appendix 2 to the DSF) and which is for primarily serving the residential buildings within the Development where Feasible to do so;

“Clarefield Park Temporary Replacement Open Space” means the temporary replacement open space of circa 1.2 ha to be provided within the Eastern Lands Zone to the north of Clitterhouse Playing Fields in accordance with the arrangements described in paragraph 2.68 of the DSF and Parameter Plan 019;

“Claremont Avenue” means the route in the Market Quarter Zone which forms part of Phase 1A (North) and links the new Claremont Road North Junction with Tilling Road in accordance with (a) paragraph 5.36 and the relevant parameter plans (and explanatory notes) in Appendix 2 of the DSF and page 148 of the Design and Access Statement (BXC 03) and as set out in the following plans:

- Parameter Plan 002;
- Illustrative Infrastructure Drawing Ref No 649 SK 00 326;

"Claremont Avenue Junction with Tilling Road" means the creation of a new junction between existing Tilling Road and new Claremont Avenue and including such realignment of Tilling Road as may be necessary in order to accommodate Bridge Structure B7 (Living Bridge). In accordance with Appendix 2 and Appendix 7 of the DSF, and as set out in the following plans:

- Parameter Plan 002;
- Illustrative Infrastructure Drawing Ref No 649 SK 00 326;

"Claremont Park" means the existing open space known as Claremont Way Open Space marked "NH2" on Parameter Plan 003;

"Claremont Park Improvements" means the improvement and modifications works to be carried out in accordance with (a) paragraph 5.32 and Table 5 (page 43) of the DSF to Claremont Park with a total area of 1.95 ha to be carried out as part of Phase 1A (North) and (b) in the text at page 116 of the PROSS and (c) Section B3.2, with an illustrative space typology shown in Section B3.2.2, of the Design Guidelines (in respect of which Parameter Plan 20 shows one way how such park could be carried out as part of the Market Quarter Zone in accordance with the parameters and principles approved under this Permission) and which improvements shall accord with the design principles contained in **Part 2** of **Schedule 28** to the S106 Agreement (unless otherwise agreed in writing in accordance with **clauses 4.7 – 4.9** of the S106 Agreement between the developer of the Northern Development and the LPA); ;

"Claremont Park Road" means the creation (as part of Phase 1B (South) and Phase 2 (South) respectively) of a new road immediately north of Claremont Park in accordance Section B2.2, with an illustrative space typology shown in Section B2.2.2, of the Design Guidelines and as set out in the following plans:

- Parameter Plan 002;
- Illustrative Infrastructure Drawing Ref No 649 SK 00 326;

“Claremont Park Road (Part 1)” means that part of Claremont Park Road to be created (as part of Phase 1A (South) adjacent to Plots 11 and 12 (as shown on the Indicative Phasing Parameter Plan and outlined by reference to their anticipated primary uses in Table 8a of Appendix 2 to the DSF) and which is to be completed within Phase 1 of the Development;

“Claremont Park Road (Part 2)” means the balance of Claremont Park Road not completed under Claremont Park Road Part 1 works and to be delivered as part of Phase 2 (South) comprising works on land approximately adjacent to Plots 14, 15 and 19 (as shown on the Indicative Phasing Parameter Plan and outlined by reference to their anticipated primary uses in Table 8a of Appendix 2 to the DSF) and completing a link between the Market Quarter to the east and the junction with the Spine Road North to the west in accordance with the parameters and principles shown on Parameter Plan 002 and Zonal Layout Parameter Plan 022 in respect of the Station Quarter Zone;

“Claremont Road Junction North” means the creation as part of Phase 1A (North) of a new junction between the existing Claremont Road, new Claremont Avenue, Claremont Park Road and Orchard Lane as set out in the following plans:

- Parameter Plan 002;
- Illustrative Infrastructure Drawing Ref No 649 SK 00 326;

“Claremont Road Junction South” means the creation (as part of Phase 4) of a new junction between the existing Claremont Road and new Spine Road South as set out in the following plans:

- Parameter Plan 002;
- Illustrative Infrastructure Drawing Ref No 649 SK 00 326;

“Clitterhouse Playing Fields Improvements (Part 1)” means that part of the improvement works to the existing Clitterhouse Playing Fields (the whole of which comprises 18.2ha) to be carried out as part of Phase 1A (North) in accordance with the relevant Phase 1A (North) Details and the relevant parameters and principles contained in (a) Parameter Plan 012 and paragraphs 5.67 to 5.70 and Table 5 (page 43)

of the DSF and the explanatory notes to Parameter Plan 12 in Appendix 2 to the DSF (b) the description and principles at pages 111 - 112 of the PROSS and (c) in accordance with Section 3.2, with an illustrative space typology shown in Section 3.2.1, of the Design Guidelines (in respect of which the indicative layout on Indicative Zonal Layout Parameter Plan 26 shows how such works could be carried out as part of the Clitterhouse Playing Fields Zone in accordance with the parameters and principles approved under this Permission) and the works specifically comprised in the Clitterhouse Playing Fields Improvements (Part 1) shall accord with the design principles and specification contained in **Part 1 of Schedule 28** to the S106 Agreement (unless otherwise agreed in writing in accordance with **clauses 4.7 – 4.9** of the S106 Agreement between the developer of the Northern Development and the LPA);

“Clitterhouse Playing Fields Improvements (Part 2)” means that part of the improvement works to the existing Clitterhouse Playing Fields (the whole of (which in total comprise 18.2 ha) to be carried out as part of Phase 2 (South) in accordance with the Phase 2 (South Details) and (a) Parameter Plan 012, paragraphs 5.67 to 5.70 and Table 5 (page 43) of the DSF and the explanatory notes to that Plan in Appendix 2 to the DSF (b) the description and principles at pages 111 - 112 of the PROSS and (c) Section 3.2 of the Revised Design Guidelines, with an illustrative space typology shown in Section 3.2.1 of the Revised Design Guidelines (in respect of which the indicative layout on Indicative Zonal Layout Parameter Plan 26 shows how such works could be carried out in accordance with the parameters and principles approved as part of the Clitterhouse Playing Fields Zone under this Permission) and the works specifically comprised in the Clitterhouse Playing Fields Improvements (Part 2) shall accord with the design principles and specification contained in **Part 1 of Schedule 28** to the Section 106 Agreement (unless otherwise agreed in writing in accordance with **clauses 4.7 – 4.9** of the S106 Agreement between the developer of the Southern Development and the LPA);

“Clitterhouse Playing Fields Mobility Scheme” means the detailed scheme (to be submitted and approved in accordance with **Condition 2.2** of this Permission unless and to the extent that it is included as part of the Inclusive Access Strategy) setting out measures to ensure that facilities within Clitterhouse Playing Fields are inclusive to all users as far

as practicable including measures to support the access needs of a range of future users in accordance with the BXC Mobility Feasibility Study and Strategy. The Clitterhouse Playing Fields Mobility Scheme is to be reviewed under **Condition 2.2** of this Permission provided that the requirement to review it shall cease to apply to the developer of the Northern Development) or the Southern Development (as the case may be) on the date or dates that applies or apply to them respectively specified in the agreement or other legal document to be completed by them respectively with the Council (as landowner and statutory authority for the Clitterhouse Playing Fields) being the Necessary Consents for the Clitterhouse Playing Fields Improvements (Part 1) and the Clitterhouse Playing Fields Improvements (Part 2) respectively.

“Clitterhouse Playing Fields Zone” means the Zone identified and marked as the Clitterhouse Playing Fields Zone on Parameter Plan 001 the indicative layout of which Zone is shown on Parameter Plan 026;

“Clitterhouse Stream Nature Park” means new nature park within Clitterhouse Playing Fields Improvements (Part 2) in the general vicinity of the location marked "NP1" on Parameter Plan 003 in accordance with Table 4 of appendix 2 of the DSF and the principles and parameters set out within Section B3.2, with an illustrative space typology shown in Section B3.2.3, of the Design Guidelines;

“CoCP” means the Code of Construction Practice setting out minimum standards of construction practice in accordance with the parameters and principles contained in the Draft CoCP (and/or such revisions or amended versions of those documents as may be approved from time to time in order to ensure that the CoCP continues to be an up to date code reflecting best construction practice and guidance) which is to be approved and revised in accordance with **Condition 8.1** and **8.2** respectively of this Permission;

“Code for Sustainable Homes Level 4” means level 4 set out in Code for Sustainable Homes published by the Department of Communities and Local Government in December 2006;

“Community Facilities (Brent Cross East Zone)” means 500 sq. m gross external floorspace of the multi-use flexible community floorspace to be provided (as part of Phase 1B (North) and shown as Item K35 on

Plan 10 in **Schedule 8** to the S106 Agreement) in the Brent Cross East Zone in accordance with paragraphs 2.35 to 2.36 and 5.7 and Table 11 of the DSF and to be used for the purpose of providing community facilities which may include multi-functional space meeting rooms play space recreation cooking and dining areas and arts and cultural activities available for use by residents of the Development;

“Community Facilities (Clitterhouse Playing Fields Zone)” means the changing facilities and pavilion comprising 251m² gross external floorspace (in the Clitterhouse Playing Fields Zone) to be provided (as part of Phase 1A (North) and the Clitterhouse Playing Fields Improvements (Part 1) in accordance with the specification in Part 1 of Schedule 28 (unless otherwise agreed in writing in accordance with **clauses 4.7 – 4.9** of the S106 Agreement between the developer of the Northern Development and the LPA) and shown for indicative purposes as Item K15 on Plan 8 in **Schedule 8** to the S106 Agreement) as illustratively shown within the vicinity of Plot 51 and 82 (which in respect of the latter is for a maintenance store and office facilities as described in Part 1 of Schedule 28 of the S106 Agreement) on Parameter Plan 12 and the Indicative Phasing Parameter Plan (and referred to in Table 8a of Appendix 2 of the DSF) to be provided in accordance with paragraphs 2.35 to 2.36 and 5.69 and Table 11 of the DSF and to be used for the purpose of providing community facilities;

“Community Facilities (Eastern Lands Zone)” means 1,000 sq. m gross external floorspace of the multi-use flexible floorspace to be provided (as part of Phase 3) in the Eastern Lands Zone and illustratively shown in the vicinity of Plot 80 on the Indicative Phasing Parameter Plan and outlined by reference to its anticipated primary use in Table 8a of Appendix 2 of the DSF and to be provided in accordance with paragraphs 2.35, 2.36 and 5.46 of the DSF and to be used for the purpose of providing community facilities which may include multi-functional space, meeting rooms, play space, recreation, cooking and dining areas and arts and cultural activities available for use by residents of the Development;

“Community Facilities (Market Quarter Zone)” means 1,000 sq m gross external floorspace of the multi-use flexible floorspace to be provided as part of Phase 1B (South) and shown as Item K29 on Plan 11 in **Schedule 8** to the S106 Agreement) in the Market Quarter Zone

illustratively shown within the vicinity of Plot 25 on the Indicative Phasing Parameter Plan and outlined by reference to its anticipated primary use in Table 8a of Appendix 2 of the DSF and to be provided in accordance with paragraphs 2.35 to 2.36, and Table 11 of the DSF and to be used for the purpose of providing community facilities which may include multi-functional space meeting rooms play space recreation cooking and dining areas and arts and cultural activities available for use by residents of the Development;

"Community Square" means the new community square of 0.19 ha in the Station Quarter Zone in the general vicinity of the location marked "S1" on Parameter Plan 003 to be provided in accordance with paragraph 5.54 and Table 5 (page 43) of the DSF and Section B3.2, with an illustrative space typology shown in Section B.3.2.5, of the Design Guidelines (in respect of which the indicative layout on Indicative Zonal Layout Parameter Plan 22 shows how such square could be carried out in accordance with the parameters and principles approved under this Permission);

"Completed" means (in the context of the affordable housing provisions contained in **Schedule 2A** of the S106 Agreement) issue of a certificate by the architect or engineer for the developer of the Northern Development or Southern Development or an Affordable Housing Provider (as the case may be) certifying that the relevant Affordable Housing Units have been constructed fitted out and completed (excluding the provision of kitchen 'white goods' appliances and floor coverings);

"Confirmatory Deed Form 1" means the form of deed contained in **Schedule 9** to the S106 Agreement and entitled "Confirmatory Deed Form 1" to be entered into to bind any future interests acquired in the Site by developer(s) of the Northern Development and / or Southern Development (as the case may require) and which is also to be signed and executed by the LPA and TfL in accordance with **clause 6** and which is required for the purposes of compliance with **Condition 6** of this Permission;

"Confirmatory Deed Form 2" means the form of deed of agreement contained in **Schedule 9** to the S106 Agreement entitled "Confirmatory

Deed Form 2" to be entered into in accordance with **paragraph 3** of **Schedule 4** of the S106 Agreement and **Condition 6** of this Permission to bind any third party's interest in the Site that are not acquired after the date of the S106 Agreement developer(s) of the Northern Development and / or Southern Development (as the case may be) or through or under any of their interests in the Site and which is also to be signed and executed by the LPA and TfL in accordance with the aforesaid provisions;

"Consolidated Transport Fund" means the consolidated transport fund to be established used and operated in accordance with the obligations covenants and other provisions contained as specified in **Schedule 3** to the S106 Agreement;

"Construction Consolidation Centre(s)" means the construction consolidation centre(s) to be provided on the Preferred Site or alternative land in accordance with **paragraph 8** of **Schedule 3** to the S106 Agreement for the Southern Development and/or Northern Development (as the case may be) in accordance with the CCC Feasibility Study and the S106 Agreement and providing a supply chain management method of enabling the safe and efficient flow of construction materials and equipment from suppliers to relevant development sites within the Northern Development and / or Southern Development (as the case may be);

"Construction Environmental Management Plan" (CEMP) means a detailed Plan submitted and approved under **Condition 8.3** and **28.1** of this Permission relating to each construction site or Plot (or group of Plots) within the Site which are the subject of the relevant Reserved Matters Application or Other Matters Application, and which is to be in accordance with the scope and the parameters and principles contained in the CoCP (and which shall be consistent with the Construction Transport Management Plan in relation to any provisions that it contains which are relevant to construction transport issues) and will apply them specifically to the circumstances and likely significant construction impacts associated with the particular construction site or Plot(s) to which it is intended to apply;

“Construction Transport Management Plan” (CTMP) means a detailed site wide plan to be submitted and approved in accordance with **Condition 12.1** of this Permission setting out traffic management procedures and processes to mitigate any impacts that arise from the construction traffic travelling to and from and within the Site, including the appointment of the Traffic Management Officer. The Construction Transport Management Plan shall be prepared in accordance with the parameters and principles described and defined within the CoCP;

“Construction Workers Travel Plan” (CWTP) means the Travel Plan to be submitted approved and updated in accordance with **Condition 12.2** of this Permission for each Phase or Sub-Phase of the Development setting out arrangements for the management of travel for on-site construction workers in accordance with the Construction Workers Travel Plan Framework (including any variation or replacement of such document approved under **Condition 12.2** of this Permission);

“Construction Workers Travel Plan Framework” means the framework as described in **Schedule 20** to the S106 Agreement as the basis for the individual Construction Workers Travel Plans setting out the approach, commitment and measures to encourage sustainable transport choices amongst construction workers;

“Consultative Access Forum” means the independent body to be established by the developer(s) of the Northern Development and / or Southern Development jointly and severally in accordance with **Condition 1.18** of this Permission and **paragraph 13 of Schedule 2** to the S106 Agreement to provide a forum for consultation and advice relating to inclusive access issues within the Development in accordance with the CAF Constitution set out in **Schedule 13** to the S106 Agreement (as amended from time to time with the LPA's approval). The Consultative Access Forum will consist of people with expertise in inclusive access and personal experience of disability issues drawn from the local and regional community including existing users of the local area and other facilities;

“Contaminated Land Exposure Assessment” (CLEA) means the methodology that has been developed by DEFRA and the Environment Agency to estimate child and adult exposures to soil contaminants for

those potentially living, working and/or playing on contaminated sites over long time periods and has been used to produce Soil Guideline Values for the United Kingdom and includes any amendments or modifications issued by DEFRA and/or the Environment Agency or their respective statutory successors with responsibility for such matters;

"Council" means the Mayor And Burgesses of the London Borough of Barnet acting in pursuance of their statutory powers duties and functions other than those where they are acting as LPA (including where they are acting as local highway authority or local education authority);

"Cricklewood Lane Zone" means the Zone identified and marked as the Cricklewood Lane Zone on Parameter Plan 001 and the indicative layout of which zone is shown on Parameter Plan 024;

"Cricklewood Station Square" means a new square of 0.16 ha adjacent to existing Cricklewood Station as part of the Transport Interchange T4 (Cricklewood Station Interchange) Forecourt Works, in the Cricklewood Lane Zone in the general vicinity of the location marked "S3" on Parameter Plans 003 and in accordance with paragraphs 3.28 and 5.82 and Table 5 (page 43) of the DSF (in respect of which the indicative layout showing how such works could be carried out in accordance with the parameters and principles approved under this Permission is shown on Indicative Zonal Layout Parameter 24) and in general accordance with the Design and Access Statement including Section B3.2 (and the illustrative space typology shown in Section B3.2.4) of the Design Guidelines;

"Critical Infrastructure" means any or all of the following (as the case may be):

- (a) Critical Infrastructure (Phase 1A (North));
- (b) Critical Infrastructure (Phase 1B (North));
- (c) the key Southern Development transport, physical, community/social, health and environmental infrastructure components to be delivered in accordance with this Permission and the S106 Agreement as part of the Southern Development (including any relevant Principal Open Spaces, Temporary Open

Space and Temporary Landscaping) within the relevant Phase(s) or Sub-Phase(s) of the Southern Development,

to be delivered in accordance with the Indicative Construction Programme, the Primary Development Delivery Programme and/or the relevant Detailed Delivery (Non-PDP) Programme pursuant to the relevant Overarching Delivery Obligations (to the extent that they may be relevant to the Phase or Sub-Phase in question) and the relevant Phase Details excluding for the avoidance of doubt any item of infrastructure referred to in **paragraph 1.3 of Schedule 3** to the S106 Agreement that is to be covered by the Consolidated Transport Fund arrangements (as set out in **Paragraph 1 of Schedule 3** to the S106 Agreement) which shall not constitute an item of Critical Infrastructure for the purposes of this definition;

"Critical Infrastructure (Non Pre-Phase)" means one or more of the following (as the case may be):

- (a) Critical Infrastructure (Non Pre-Phase 1B (North));
- (b) Critical Infrastructure (Non Pre-Phase (South));

"Critical Infrastructure (Non Pre-Phase 1B (North))" means the following infrastructure in Phase 1B (North) as shown for indicative purposes on Plan 10 in **Schedule 8** to the S106 Agreement (subject to any amendments approved in accordance with **Condition 4.2** of this Permission):

- (a) Community Facilities (Brent Cross East Zone); and
- (b) Neighbourhood Police Unit (Brent Cross East Zone) (unless such unit is not required due to the police authority electing a single larger unit in respect of the Neighbourhood Police Unit (Market Quarter Zone) pursuant to **paragraph 8.3.4 of Schedule 2** to the S106 Agreement);

"Critical Infrastructure (Non Pre-Phase (South))" means all other items of Critical Infrastructure comprised in the Southern Development save and except Critical Infrastructure (Pre-Phase) and which is identified as intended or likely to be located:

- a) on any specific Southern Development Plot or Plots as detailed in the Indicative Phasing Parameter Plan and Table 8a of Appendix 2 to the DSF (or on such alternative Southern Development Plot or Plots as may be approved on any amendment to the Indicative Phasing Parameter Plan); and/or
- b) (in the case of items of Critical Infrastructure or works of improvement not intended to be located on any Plot or Plots) are works wholly or partially located on (or related to) the operational land of the relevant statutory undertaker or operator of the relevant station railway line or road to which the relevant item of Critical Infrastructure relates; or
- c) (in the case of any apparatus forming part of the Vacuum Waste Collection System or the District Heating System) in any highway or intended highway or in any other land as approved in accordance with **Condition 35.7** of this Permission,

and which will (in addition to Necessary Consents) also require a non-statutory agreement authorisation approval or consent with relevant landowner or the statutory undertaker owning the relevant operational land or with the Council (acting in its capacity otherwise than as LPA) or any other third party as the intended or likely occupier or operator of the relevant Critical Infrastructure or including (for the avoidance of doubt) the following items of Critical Infrastructure:

- (i) Rail Enabling Works;
- (ii) New MML Train Stabling Facility;
- (iii) CHP and the associated District Heating Network;
- (iv) Waste Handling Facility and any associated conveyor system for Refuse Derived Fuel (subject to approval of the feasibility study in accordance with **Conditions 35.3** and **35.4** of this Permission);
- (v) Vacuum Waste Collection System (subject to its approval through the VWCS Feasibility Study in accordance with **Condition 1.24** of this Permission); and

- (vi) Community/Social infrastructure including the Replacement Primary School, the Replacement Secondary School, the Replacement Special Needs School, Temporary Health Centre, Drop-In Health Centre and Main Health Centre, and the Replacement Leisure Centre and any other items of community/social infrastructure as shown on a Phase by Phase or Sub-Phase by Phase in the Southern Development basis in the Indicative Construction Programme;

"Critical Infrastructure (Phase 1A (North))" shall have the same meaning as the "Critical Infrastructure (Pre-Phase 1A (North))";

"Critical Infrastructure (Phase 1B (North))" means the following Critical Infrastructure:

- (a) Critical Infrastructure (Pre-Phase 1B (North)); and
- (b) Critical Infrastructure (Non Pre-Phase 1B (North)),

as shown for indicative purposes on Plan 10 in **Schedule 8** to the S106 Agreement (subject to any amendments approved in accordance with **Condition 4.2** of this Permission);

"Critical Infrastructure (Pre-Phase)" means one or more of the following (as the case may be) (subject to any amendments approved in accordance with **Condition 4.2** of this Permission and **Clause 14** to the S106 Agreement):

- (a) Critical Infrastructure (Pre-Phase 1A (North));
- (b) Critical Infrastructure (Pre-Phase 1B (North));
- (c) Critical Infrastructure (Pre-Phase 2 (North));
- (d) Critical Infrastructure (Pre-Phase (South));

"Critical Infrastructure (Pre-Phase 1A (North))" means the following Critical Infrastructure in Phase 1A (North) (subject to any amendments approved in accordance with **Condition 4.2** of this Permission and **Clause 14** of the S106 Agreement):

- (a) A406 Brent Cross Ingress/Egress Junction Improvements;

- (b) A41/A406 Junction Improvements;
- (c) Prince Charles Drive Diversion;
- (d) Bridge Structure B1 (Replacement A406 Templehof Bridge);
- (e) the following Critical Infrastructure in respect of the relevant Reserved Matters Approvals and Phase 1A (North) Pre Commencement Other Matters Approvals (but excluding their relevant Section 38 and/or Section 278 Agreements (as the case may require) and bonds or other security and (i) the detailed specification (ii) working method statement and (iii) detailed engineering drawings required for such Section 38 and/or Section 278 Agreement(s) (the details in (i) to (iii) being comprised within the Phase 1A (North) Details) which shall be provided in accordance with **paragraphs 2.1.10 – 2.1.12 of Schedule 2** to the S106 Agreement):
 - (i) Bridge Structure B7 (Living Bridge);
 - (ii) M1/A406 and A5/A406 Junction Improvements;
 - (iii) A407 Cricklewood Lane/Claremont Road Junction Improvements;
 - (iv) A5/A407 Cricklewood Lane Junction Improvements;
 - (v) Claremont Avenue;
 - (vi) Claremont Road Junction North;
 - (vii) Templehof Avenue and Templehof Link Road;
 - (viii) Tilling Road West Re-alignment and Improvement Works (Part 1);
 - (ix) Claremont Avenue Junction with Tilling Road;
 - (x) High Street South (East Works);
 - (xi) Bridge Structure B6 (M1 Junction 1 Pedestrian and Cycle Bridge); and

- (xii) Orchard Lane; and
- (xiii) Brent Cross Pedestrian Underpass Works;
- (xiv) Eastern River Brent Alteration and Diversion Works;
- (xv) River Brent Bridges (as relevant to the Eastern River Brent Alteration and Diversion Works);
- (xvi) Central River Brent Alteration and Diversion Works;
- (xvii) River Brent Bridges (as relevant to the Central River Brent Alteration and Diversion Works);
- (xviii) Western River Brent Alteration and Diversion Works;
- (xix) River Brent Bridges (as relevant to the Western River Brent Alteration and Diversion Works);
- (xx) Clitterhouse Playing Fields Improvements (Part 1);
- (xxi) Claremont Park Improvements;
- (xxii) Central Brent Riverside Park including River Brent Nature Park (NP5);
- (xxiii) Whitefield Estate Replacement Units (Part 1); and
- (xxiv) Bus Station Temporary Relocated Facility (and the Bus Station Temporary Relocation Works to construct that facility) (which shall be a Phase 1A (North) item of Critical Infrastructure only in respect of the details to be submitted for approval pursuant to **paragraph 4.2** of **Schedule 3** of the S106 Agreement and for the avoidance of doubt shall be delivered in parallel with Phase 1B (North) in accordance with the Overarching Delivery Obligations);

"Critical Infrastructure (Pre-Phase 1B (North))" means the following infrastructure in Phase 1B (North) (subject to any amendments approved in accordance with **Condition 4.2** of this Permission and **Clause 14** to the S106 Agreement):

- (a) Brent Cross Main Square;

- (b) River Brent Nature Park (NP4);
- (c) Eastern Brent Riverside Park;
- (d) Sturgess Park Improvements;
- (e) High Street North;
- (f) Western Brent Riverside Park;
- (g) Transport Interchange T2 (Replacement Brent Cross Bus Station);
and
- (h) Threshold Spaces;

"Critical Infrastructure (Pre-Phase (South))" means key Southern Development infrastructure components to be delivered as part of the Southern Development and the relevant Details of which are to be approved prior to the Commencement of the Southern Development within the relevant Phase or Sub-Phase in accordance with **Conditions 13.1, 14.1, 15.1, 16.1, 17.1, 18.1 and 19.1** of this Permission in accordance with the Primary Development Delivery Programme or the Detailed Delivery (Non-PDP) Programme pursuant to the relevant Overarching Delivery Obligations (to the extent that they may be relevant to the Phase or part of Phase in question), comprising the following infrastructure insofar as it is within the Southern Development:

- a) Strategic Access Points, namely the A5/Diverted Geron Way (Waste Handling Facility) Junction and the A41/Whitefield Avenue Junction;
- b) Bridge Structures, namely Bridge Structure B2 (A5 Link Bridge), Bridge Structure B3 (Geron Way Pedestrian Bridge), Bridge Structure B4 (Pedestrian Bridge over the A406) and Bridge Structure B5 (A41 Pedestrian Bridge);
- c) Engineering works comprising works to utilities sewers and Site Engineering and Preparation Works and the Rail Freight Facility;
- d) Primary and secondary roads, cycle and pedestrian routes, and associated junctions, as shown on Parameter Plan 003; and

- e) Principal Open Spaces including the Clitterhouse Playing Fields Improvements (Part 2), Clarefield Park Temporary Replacement, School Green Corridor, Market Square, Eastern Lands Green Corridor Part 1, Eastern Lands Green Corridor Part 2, Eastern Park (Part 1), Eastern Park (Part 2) School Square, Gas Governor Square, Millennium Green, Brent Terrace Park, Railway Lands Nature Park, Station Square, Northern Nature Park, North Circular Green Corridor, Office District Park and Community Square;
- f) Transport Interchange T1 (New Train Station and Transport Interchange); and
- g) Whitefield Estate Replacement Units (Part 2);

“CTF Decision” means any decision as to the use deployment expenditure and/or reallocation of monies held in the Consolidated Transport Fund in accordance with the terms of **Paragraph 1** of **Schedule 3** to the S106 Agreement;

“CTF Schedule” the schedule of payments into the Consolidated Transport Fund which is attached to the S106 Agreement as **Schedule 19** or such revised schedule as shall be approved pursuant to **Condition 4.2** of this Permission as provided for at **paragraph 1.1** and **1.1C** of **Schedule 3** to the S106 Agreement and in accordance with **Clause 14** thereof;

“Cycle Hire Club” means the organisation to be procured or established by the developer(s) of the Northern Development and / or Southern Development jointly and severally in accordance with **Paragraph 15** of **Schedule 3** and **Condition 39.1** of this Permission and **Schedule 3** to the S106 Agreement to provide, operate and manage the hire of cycles across the Development;

“Cycle Parking Spaces” means the provision of secure cycle storage that should as a minimum support the bike and, in public areas, allow for frame and both wheels to be locked to a fixture. Provision for Cycle Parking Spaces should be made in accordance with latest Mayor of London and/or TfL and/or LPA cycle parking standard as contained within the following documents and/or any subsequent revisions or updates

adopted by the Mayor of London and/or TfL and/or the LPA from time to time (and with due regard to which is the latest adopted standard):

- Cycle Parking Standards - TfL Proposed Guidelines:
<http://www.tfl.gov.uk/assets/downloads/Proposed-TfL-Guidelines.pdf>
- London Cycle Design Standards:
<http://www.tfl.gov.uk/businessandpartners/publications/2766.aspx>
x
- Streetscape Guidance 2009: A guide to better London streets (in relation to cycle provision on the TLRN:
<http://www.tfl.gov.uk/businessandpartners/publications/4858.aspx>
x

"Delivered" means (in the context of the affordable housing provisions contained in **Schedule 2A** to the S106 Agreement and condition 1.11 of this Permission) the Affordable Housing Units (and the relevant car parking spaces associated with the said Affordable Housing Units) approved under the Affordable Housing Scheme have been:

- (a) Completed (and in the case of the Whitefield Estate Replacement Units to Occupation Finish Standard); and
- (b) transferred (either on a freehold basis or a leasehold basis or in the case of the car parking spaces transferred, demised or made available on the terms approved under the Affordable Housing Scheme) to a Preferred Affordable Housing Provider,
- (c) in the case of the 25 units required to replace the sheltered housing units in the Rosa Freedman Centre as part of the Whitefield Estate Replacement Units (Part 1) these units may if agreed in writing between the developer of the Northern Development and the Council instead be "Delivered" for the purposes of the S106 Agreement and **Condition 1.11** of this Permission through the payment of a commuted sum to the LPA in accordance with **paragraph 3.1.3A** of **Schedule 2A** of the

S106 agreement (with such payment being deemed for the purposes of this Agreement as constituting such "Delivery"),

but for the avoidance of doubt this provision does not require such transfer to take place after the relevant Affordable Housing Units are Completed and the land may be transferred first and then such Affordable Housing Units and car parking spaces Completed. If any transfer of Affordable Housing Units is on a leasehold basis then any leasehold interest for the Affordable Housing Units shall be for a term of no less than 125 years and the terms "**Deliver**" and "**Delivery**" shall be construed accordingly;

"Delivery and Servicing Manager" means a person appointed by the developer of the Northern Development and/or Southern Development (as the case may be) in accordance with **Paragraph 13 of Schedule 3** to the S106 Agreement to manage and secure the implementation of the Framework Servicing and Delivery Strategy and the Freight Quality Partnership in respect of the Northern or Southern Development (as the case may be) and to provide a point of liaison between the developer(s) of the Northern Development and / or Southern Development (as the case may be), LPA and TfL regarding delivery and servicing issues;

"Demolition and Site Waste Management Strategy" (DSWMS) means a strategy setting out the approach to disposal of waste arising from demolition and construction as described within Paragraphs 2.49 to 2.51 of the DSF and which is to be approved in accordance with **Condition 9.1** of this Permission;

"Design & Access Statement" means the statement known as the Revised Design and Access Statement October 2013 submitted in support of the Planning Application and approved by this Permission (or such revised or amended document as may have been approved pursuant to **Condition 2.5** of this Permission or an Additional Planning Permission);

"Design Guidelines" means the set of Revised Design Guidelines appended to the Design & Access Statement which was submitted in support of the Planning Application and approved by this Permission (or such revised or amended document as may have been approved pursuant to **Condition 2.5** of this Permission);

“Detailed Delivery (Non-PDP) Programme” means the detailed delivery programme relating to the delivery of Critical Infrastructure in the Phases or Sub-Phases which are outside the Primary Development Package (Phase 1) and which is to be approved in accordance with **Condition 5.2** of this Permission and includes any subsequent variations of such programme approved in accordance with **Condition 5.2, 5.3 and 5.4** of this Permission;

“Details” shall mean (as the case may require where no specific Phase or Sub-Phase is referred to):

- (a) such of the details to be approved in accordance with **Conditions 1.7, 1.8 and 13 to 19** (inclusive) of this Permission as may be relevant to the particular circumstances of the matter and/or context in which such term is used; and/or
- (b) the Details approved in any Reserved Matters Approval; and/or
- (c) Other Matters Approval, or
- (d) any variations to such documents or details or substitute documents or details approved by the LPA (whether under the Conditions of this Permission or otherwise) or on appeal;

“Development” means the development permitted by this Permission;

“Development Specification and Framework” has the same meaning as **“DSF”**;

“Development Consent” shall have the meaning as defined in the EIA Directive and interpreted in relevant case law and shall include any such Development Consent as may be expressly required by or intrinsic to or reasonably implied by any application under the S106 Agreement for the LPA’s agreement approval consent or authorisation to vary the obligations of the developer(s) of the Northern Development and / or Southern Development (as the case may be) made by or on behalf of the developer(s) of the Northern Development and / or Southern Development (as the case may be) or which is required in order to implement any such agreement approval consent or authorisation to vary such obligations;

"Dispute Resolution Procedure" means the procedure set out at **Schedule 27** of the S106 Agreement;

"District Heating Network" means the district heating network to be provided in accordance with paragraphs 2.54(c) to 2.54(h) 2.58 and 2.73 and Table 8 of the DSF to serve all principal residential buildings, within the Northern Development and the Southern Development by providing heat capacity to residential parts of the Northern Development and Southern Development and if and to the extent that the developer(s) of the Northern Development and / or Southern Development so elect may be extended to serve other parts of the Development;

"DMPO" means the Town and Country Planning (Development Management Procedure) Order 2010 or any amendments or replacements thereof from time to time in force;

"Draft COCP" means the draft CoCP contained in the DSF at Appendix 12;

"Drop In Health Centre" means the primary health care walk-in centre to be provided in accordance with paragraphs 2.31 and 5.83 of the DSF which is of a gross external floorspace that is reasonably capable of incorporating the facilities required by that paragraph up to a maximum of 1,150 m² to be located in the Cricklewood Lane Zone as indicatively shown within the vicinity of Plot 58 on the Indicative Phasing Parameter Plan and outlined by reference to its anticipated primary use in Table 8a of Appendix 2 of the DSF;

"DSF" means the document known as the Revised Development Specification and Framework dated October 2013 together with any updates listed in the Erratum Report and approved by this Permission (or such revised or amended document as may have been approved in accordance with **Condition 2.4** of this Permission a Further S73 Permission or an Additional Planning Permission);

"Dwelling" means single residential dwelling (including any Affordable Housing Unit or Market Housing Unit) to be constructed pursuant to this Permission for use as a dwelling (including a house flat or maisonette) within Class C3 of the Town and Country Planning (Use Classes) Order 1987 (or any equivalent replacement class);

“Eastern Brent Riverside Park” means that part of the new Brent Riverside Park between the A41 Hendon Way and including that part of the River Brent which extends to the western edge of the eastern roundabout on the realigned Prince Charles Drive as shown on Parameter Plan 011 (including the Wetland Area) located in the Brent Cross East Zone (and generally co-extensive with the Eastern River Brent Alteration and Diversion Works) and to be constructed and provided in accordance with (a) the parameters and principles shown on Parameter Plan 011 and paragraphs 3.24 – 3.26 and Table 5 (page 43) of the DSF (and the indicative layout showing how such part of the Riverside Park could be carried out in accordance with the parameters and principles approved under this Permission as part of the Brent Cross East is shown on Indicative Zonal Layout Parameter Plan 27) and (b) as part of Phase 1B (North) in accordance with the Primary Development Delivery Programme pursuant to the Overarching Delivery Obligations;

“Eastern Lands Green Corridor Part 1” means part of the new green corridor (the whole of which corridor is to total 1.43 ha) to be provided as part of Phase 2 (South) in accordance with paragraphs 5.41 and Table 5 of the DSF located south of the A41 pedestrian bridge to the junction of the A41 Hendon Way / Whitefield Avenue adjacent to Plots 67, 75 and 76 as shown on the Indicative Phasing Parameter Plan and provided in the Eastern Lands Zone in the general vicinity of part of the area marked “GC1” on Parameter Plan 003 in respect of which the indicative layout showing how such part of the green corridor could be carried out as part of the Eastern Lands Zone in accordance with the parameters and principles approved under this Permission is shown on Indicative Zonal Layout Parameter Plan;

“Eastern Lands Green Corridor Part 2” means part of the new green corridor (the whole of which corridor is to total 1.43 ha) to be provided as part of Phase 3 in accordance with paragraphs 5.41 and Table 5 of the DSF located north of the A41 pedestrian bridge adjacent to Plot 78 as shown on the Indicative Phasing Parameter Plan and provided in the Eastern Lands Zone in the general vicinity of part of the area marked “GC1” on Parameter Plan 003 in respect of which the indicative layout showing how such part of the green corridor could be carried out as part of the Eastern Lands Zone in accordance with the parameters and

principles approved under this Permission is shown on Indicative Zonal Layout Parameter Plan 021;

"Eastern Lands Zone" means the Zone identified and marked as the Eastern Lands Zone on Parameter Plan 001 the indicative layout of which Zone is shown on Parameter Plan 021;

"Eastern Park (Part 1)" means the first stage (which is to be located to the south of Whitefield Street of the new park (the whole of which park is to total 1.2 ha) to be created as part of Phase 2 (South) in the Eastern Lands Zone within the general vicinity of "NH1" of Parameter Plan 003 and Plots 68, 73 and 74 in accordance with the parameters and principles described in paragraphs 5.37 and 5.47 and Table 5 of the DSF and the Design and Access Statement and Section B3.2 of the Design Guidelines, with an illustrative space typology shown in Section B3.2.2, (where it is referred to as "Eastern Lands Linear Park");

"Eastern Park (Part 2)" means the balance of the new park by area that is to be located to the north of Whitefield Street (the whole of which park is to total 1.2 ha) and to be created as part of Phase 3 in the Eastern Lands Zone within the general vicinity of "NH1" of Parameter Plan 003 and Plots 56, 71, 72 and 77 in accordance with the parameters and principles described in paragraphs 5.37 and 5.47 and Table 5 of the DSF and the Design and Access Statement (including Section B3.2 of the Design Guidelines, with an illustrative space typology shown in Section B3.2.2) (where it is referred to as "Eastern Lands Linear Park");

"Eastern River Brent Alteration and Diversion Works" means that part of the alteration and diversion works to the River Brent to be carried out in accordance with paragraphs 3.24 – 3.26 of the DSF between approximately the north western boundary of the A41 Hendon Way and the eastern roundabout on the realigned Prince Charles Drive located in the Brent Cross East Zone in the area shown as "Reach 1" on Parameter Plan 011 (and the indicative layout showing how such works could be carried out as part of the Brent Cross East Zone in accordance with the parameters and principles approved under this Permission is shown on Indicative Zonal Layout Parameter Plan 027). The existing culvert is a highway structure maintained by TfL and any works affecting that culvert will be subject to an appropriate statutory agreement with TfL;

“Education Campus” means that part of the Eastern Lands Zone to be developed and used for education purposes in accordance with this Permission (or any Further Section 73 Permission if and insofar as may be required) and which will include the Replacement Secondary School and/or the Replacement Special Needs School and/or the Additional Primary School;

“EIA Directive” means the LPA Directive of 27th June 1985 on the assessment of the effects of certain public and private projects on the environment as amended (including by Directives 2011/92/EU and 2014/52/EU) and all and all legislation effective in England to transpose the EIA Directive into the laws of England insofar as relevant to this Permission and any Reserved Matters Approval or Other Matters Approval and the applications therefor and associated statutory procedures;

“EIA Process” means the process of environmental impact assessment in accordance with the EIA Directive carried out in connection with the Planning Application (including for the avoidance of doubt the developer(s)' responses to any Regulation 22 Request from the LPA and all consultation responses relating thereto) and on the basis of which this Permission was granted or any subsequent process of environmental impact assessment which complies with the EIA Directive and which relates as appropriate to any Reserved Matters Application or Other Matters Application under this Permission or to any application for an Additional Planning Permission, a Further Section 73 Permission or an Alternative Energy Permission as the case may require;

“Employment and Skills Action Plans” means strategies and action plans to be submitted and approved in accordance with **Condition 10.1** of this Permission prior to each Phase or Sub-Phase of the Northern Development or Southern Development (as the case may be) detailing:

- (a) specific employment and skills initiatives;
- (b) their delivery arrangements;
- (c) what is intended to be achieved; and
- (d) the means by which the delivery will be monitored and recorded,

in accordance with **paragraph 11** of **Schedule 2** to the S106 Agreement;

"Energy Facilities Details" means:

- (a) in regard to the CHP a detailed specification and working method statement which accords with the parameters and principles set out in paragraphs 2.55 – 2.62 and 5.55, Table 8 and Appendix 15 to the DSF and the Primary Development Delivery Programme (to which the relevant Overarching Delivery Obligations apply) to be approved in accordance with **Conditions 5 and 35** of this Permission;
- (b) in regard to plot based combined heat and power units and alternative renewable energy facilities a detailed specification and working method statement which shall have been approved in accordance with the Revised Energy Strategy and/or under an Alternative Energy Permission;

"Energy Panel" means the body to be established by the developer(s) of the Northern Development and / or Southern Development acting jointly and severally to help and advise in the revision and delivery of the Energy Strategy and/or the Revised Energy Strategy and other issues relating to sustainable energy in accordance **with paragraph 14** of **Schedule 2** to the S106 Agreement including any subsequent variations to such terms of reference as are agreed in writing between the developer(s) of the Northern Development and / or Southern Development (as the case may require) and the LPA;

"Energy Strategy" means the strategy for delivering a minimum reduction in carbon emissions below the standard set out in Part L of the Building Regulations 2010 of 40% for residential buildings and 25% for commercial buildings in accordance with the principles and parameters set out in the DSF and the Energy Strategy and Assessment (Document BXC 9) which accompanied the Planning Application in which the key elements include:

- (a) the CHP, the District Heating Network, the Waste Handling Facility and the use of Refuse Derived Fuel if and to the extent that the Refuse Derived Fuel fuelled scheme for the CHP is found to be

Feasible in accordance with the RDF Feasibility Study approved under **Condition 35.3** of this Permission; and/or

- (b) the alternative renewable sources as approved in accordance with **Condition 35.4** of this Permission;

“Enterprise Scale Travel Plans” means the Individual Travel Plan submitted for any part of the Northern Development or Southern Development (as the case requires) that falls below the full travel plan threshold referred to in **paragraph 17.1** of Schedule 3 in the S106 Agreement, but where the Occupier is anticipated to employ 20 or more staff, which is in accordance with the provisions of the Framework Travel Plan (as updated from time to time in accordance with **Condition 2.6** of this Permission) approved in accordance with this Permission;

“Environmental Statement” means the Environmental Statement (together with any further information or any other information submitted in accordance with regulation 22 of the Town and Country Planning (Environmental Impact Assessment) Regulations 2011) which was submitted by the applicants in support of the Planning Application for this Permission and which formed part of the EIA Process;

“Erratum Report” means the Erratum Report submitted by the applicants in December 2013 in order to clarify and update some of the documents submitted as part of the Planning Application;

“Estate Management Body” means as applicable:

- (a) any company which may from time to time be established and authorised by the developer(s) of the Northern Development and / or Southern Development (as the case may be) and/or the LPA in accordance with the Estate Management Framework (which shall contain the structure for such company or companies) approved under **Condition 7.1** of this Permission to manage any specific Public Realm in the Northern Development and / or Southern Development (as the case requires) or common areas within such Public Realm comprised in the Northern Development and / or Southern Development (as the case require); or
- (b) the overarching Estate Management Body as referred to in **Schedule 21**;

"Estate Management Framework" means the strategy or strategies on Phase or Sub-Phase basis for ensuring that all privately maintainable highways and Public Realm areas identified in such strategy or strategies to be provided within the Northern Development and / or Southern Development (as the case may require) are maintained managed repaired and renewed (where required) to a high standard and such framework shall be submitted by the developer(s) of the Northern Development and / or Southern Development (as the case may be) to and approved in accordance with **Condition 7.1** of this Permission and shall be guided and governed by the parameters and principles outlined in paragraph 2.90 of the DSF and the principles set out in **Schedule 21** to the S106 Agreement;

"Exemplar Building" means the Replacement Primary School to be constructed on Plot 46 in accordance with a detailed specification to be approved by the LPA and achieving an "Excellent" rating against BREEAM New Construction 2011 as described in Section 2 of the DSF;

"Existing Foodstore" means the existing foodstore located south of the A406 at Tilling Road (currently occupied by Tesco) shown red on the plan marked **"BXC Tesco Site Rev B"** annexed in Plan 5 in **Schedule 8** to the S106 Agreement;

"Existing John Lewis Store" means the current John Lewis Store within the Brent Cross Shopping Centre comprising up to 31,258 sq.m gross external area which spans over basement, lower ground, upper ground, first, second and third floor levels as follows (Basement – 1,170sq.m; Lower Ground - 6,506sq.m, Upper Ground – 9,323sq.m, First - 6,446sq.m, Second – 4,287sq.m, Third - 3,526sq.m (plant and storage));

"Existing PFS" means the existing petrol filling station located south of the A406 at Tilling Road (currently operated by Tesco) shown blue on plan **"BXC Tesco Site Rev. B"** annexed in plan 5 in **Schedule 8** to the S106 Agreement;

"Feasible" means reasonably achievable having reasonable and proper regard to the following factors:

- (a) the need for the Critical Infrastructure or mitigation measures in question having regard to:
- (i) the commitment of the developer(as the case may be) to carrying out the Northern Development or Southern Development (as the case may be) in a sustainable manner and the reasons for their commitment to provide the relevant item of Critical Infrastructure;
 - (ii) the availability of adequate alternative facilities and/or capacity in a location approved by the LPA which enables such alternative to serve the needs of the Northern Development or Southern Development (as the case may be) in a manner which is consistent with the EIA Process; and
 - (iii) the likely impact of providing the relevant Item of Critical Infrastructure on the Viability of the Northern Development or Southern Development (as the case may be);
- (b) a suitable site being reasonably available for the siting operation and construction of the relevant item of Critical Infrastructure in accordance with the terms of this Permission; and
- (c) the likelihood of all Necessary Consents being obtained on the assumption that the Developer (as the case may require) shall have used all Reasonable Endeavours to obtain them;

and the term "**Unfeasible**" shall be construed accordingly;

"Framework Servicing and Delivery Strategy" means the Site wide Framework Servicing and Delivery Strategy which seeks to reduce the impact of delivery and servicing activity generated by the Northern Development and / or Southern Development (as the case may be) on the environment in accordance with the parameters and principles set out in paragraphs 5.3.8 and 9.3.10 of Volume 1 of the Transport Assessment and which framework is to be submitted and approved and implemented in accordance with **Condition 1.21** of this Permission and **Paragraph 13 of Schedule 3** to the S106 Agreement;

“Framework Travel Plan” means the Framework Travel Plan which is appended to the S106 Agreement as **Schedule 15** or such updated and amended Framework Travel Plan applying to the Northern Development (as updated by the developer of the Northern Development in accordance with **Condition 2.6** of this Permission and **paragraph 16** of **Schedule 3** to the S106 Agreement) or Southern Development (as updated in accordance with **Condition 2.6** of this Permission and **paragraph 16** of **Schedule 3** to the S106 Agreement by the developer of the Southern Development) (as the case may be) (and which for the avoidance of doubt may continue to apply as a joint framework for both the Northern Development and Southern Development) as shall be approved from time to time in accordance with **Condition 2.6** of this Permission. For the avoidance of doubt updates and amendments approved in accordance with **Condition 2.6** shall not require a deed of variation to the S106 Agreement to amend the form of the Framework Travel Plan in **Schedule 15** to the S106 Agreement;

“Freight Quality Partnership” means the existing partnership operated by TfL or a replacement scheme for similar purposes approved by TfL. The developer(s) will join the existing partnership operated by TfL or replacement scheme or a similar group for similar purposes approved by the LPA in consultation with TfL under this Permission (or on appeal) in accordance with the terms of the S106 Agreement;

“Further Section 73 Application” means an application for planning permission under section 73 of the 1990 Act (made subsequent to this Permission) to enable the Development to be carried out (in whole or in part) in accordance with conditions which shall have been modified and/or discharged in accordance with that section of the 1990 Act and **clause 15** of the S106 Agreement;

“Further Section 73 Permission” a planning permission granted pursuant to a Further Section 73 Application in relation to the whole or any part of the Development in accordance with Sections 73 and/or 73A and/or 78 to 79 of the 1990 Act;

“Further Transport Report” means a further transport report submitted for approval pursuant to **Condition 37.9** of this Permission to address unforecasted transport impacts identified in accordance with the

Monitoring Strategy and the necessary Supplementary Transport Measures as referred to in **paragraphs 7.3 to 7.12** of **Schedule 3** of the S106 Agreement;

"Gas Governor Square" means the new square of 0.16 ha to be provided as part of Phase 4 in the Brent Terrace Zone in accordance with paragraph 5.64 and Table 5 of the DSF in the general vicinity of the existing gas governor and in the location marked "S2" on Parameter Plan 003 (in respect of which the indicative layout showing one way how such square could be carried out in accordance with the parameters and principles approved under this Permission is shown on Indicative Zonal Layout Parameter Plan 023) and the Design Guidelines at Section B3.2, with an illustrative space typology shown in Section B.3.2.4;

"Gateway Junctions" means the nine Strategic Access Points connecting the development to the surrounding highway network for which planning permission has been granted as part of this Permission as described in Section 3.2 of the DSF with details shown on the relevant parts of the plans listed in Condition 1.29;

"GLA" means the Greater London Authority including the Mayor of London whose role under the Localism Act 2011 includes social housing and housing investment responsibilities in London;

"GLA Toolkit" means the GLA's Toolkit as at November 2012 which enables assessment of the economics of development through the comparison of potential development revenue with potential development costs before a payment for land is made (including guidance on the use of this model set out in the GLA Guidance Notes as at November 2012 which accompany the Toolkit) or such revised version of that Toolkit and accompanying guidance as shall be adopted for use by the GLA at the time of the relevant Affordable Housing Review;

"Global Remediation Strategy" (GRS) means the document forming Appendix 13 to the DSF and which accompanied the Planning Application;

"Green and Brown Roofs" mean sections of the Building Roof Area designed to provide habitat locations and rainfall attenuation as part of a SUDs scheme in accordance with paragraph 2.69 of the DSF and to be

submitted and approved in accordance with **Conditions 1.17, 2.1 and 44.5** of this Permission;

“Gross Sales Area” means the area authorised by this Permission and used for the retail sale of goods excluding any basement levels not used for sales, plant, back of house/storage facilities, and floorspace used for entrances or circulation spaces and/or travelators staircores and loading areas;

“HCA” means the Homes and Communities Agency being the national housing and regeneration delivery agency for England (excluding those functions transferred for the GLA in relation to London under the Localism Act 2011) whose role is to create thriving communities and affordable homes (or such relevant successor body as may assume the role of the HCA as the body responsible for the delivery and Affordable Housing Grant in respect of Affordable Housing) and in so far as any relevant powers or functions have been transferred or devolved to the GLA under the Localism Act 2011 at the relevant time any reference to the HCA within the S106 agreement shall be read and construed as a reference to the GLA for the purposes of interpreting the relevant clause, paragraph or definition;

“High Street North” means the pedestrianised High Street within Brent Cross East Zone to be constructed and provided as part of Phase 1B (North) in accordance with paragraphs 5.7 to 5.10 and 5.16 of the DSF, and Section B2.2 of the Design Guidelines, with an illustrative space typology shown in Section B2.2.1 and as set out in the following plans:

- Parameter Plan 003;
- Illustrative Infrastructure Drawing Ref No 649 SK 00 326;

“High Street South” means the High Street within Market Quarter Zone to be constructed and provided in accordance with the parameters and principles set out in paragraphs 5.27, 5.30, 5.33 and 5.36 of the DSF and Section B2.1 of the Design Guidelines, with an illustrative space typology shown in Section B2.2.1 and as shown in the following plans:

- Parameter Plan 003;
- Illustrative Infrastructure Drawing Ref No 649 SK 00 326;

“High Street South (East Works)” means that part of the High Street within Market Quarter Zone (shown as Item K44 on Plan 8 within **Schedule 8**) to be constructed and provided as part of Phase 1A (North) in accordance with the parameters and principles set out in paragraphs 5.27, 5.30, 5.33 and 5.36 of the DSF and as shown in the following plans:

- Parameter Plan 003;
- Illustrative Infrastructure Drawing Ref No 649 SK 00 326;

“Housing Benefit Regulations” means the Housing Benefit Regulations 2006 (SI2006/213) (as amended by the Housing Benefit (Amendment) Regulations 2013 or such subsequent regulations or legislation as may replace or amend them and prescribe which building service charges are eligible for housing benefits (or any similar scheme replacing housing benefits);

“Housing Need” means a person who is homeless or is currently occupying a dwelling which is overcrowded or under occupied or in need of renovation or unfit for human habitation or other such reasons as the LPA agrees constitute circumstances that are unreasonable for that person to continue to occupy the dwelling or persons who cannot afford to acquire housing on the open market at a cost low enough for them to afford and in each case is registered on the Council's Affordable Housing waiting list (or any similar list as may replace it) unless otherwise agreed with the LPA;

“Illustrative Infrastructure Drawing Ref No 649 SK 00 326” means the drawing bearing this number and contained in Appendix 7 of the DSF and included as Plan 17 in **Schedule 8** to the S106 agreement;

“Illustrative Reconciliation Plan” means a plan required to accompany any Other Matters Application or Reserved Matter Applications in accordance with **Conditions 1.17** and **2.1** of this Permission and the arrangements set out in Section 6 of the DSF dealing with the issue of layout and showing the detailed proposals for the relevant Phase, Sub-Phase or Plot Development in the context of the approved or proposed Critical Infrastructure within the relevant Zone, Phase or Sub-Phase and demonstrating how the Details of such Critical

Infrastructure as proposed comply with the relevant parameters and principles for such Phase, Sub-Phase and/or Development Zone and for the Development and/or the Northern Development or Southern Development as a whole (as the case may be);

“Inclusive Access Strategy” means the site wide strategy to be submitted and approved in accordance with **Condition 1.26** of this Permission and which shall be prepared by the developer(s) of the Northern Development and / or Southern Development (acting jointly and severally) in consultation with the Consultative Access Forum setting out the approach to inclusive access and mobility across the scheme. The Inclusive Access Strategy:

- (a) should set out the vision and establish appropriate mechanisms and inclusive access design standards for ensuring inclusive design is integrated into the regeneration from the beginning of the design process and which designers abide by;
- (b) should include design standards for Accessible Wayfinding Information and Interpretation to be incorporated within the public realm to assist visitors to the area and users of the sporting, retail and other facilities.
- (c) shall be reviewed every 5 years and the reviewed document shall be submitted and approved in accordance with Condition 1.26 of this Permission or at such other intervals as may be agreed from time to time by the developer(s) of the Northern Development and / or Southern Development acting jointly and severally and the LPA in consultation with the Consultative Access Forum in recognition that the Development will be built over a number of years and that best practice in inclusive design will evolve over time;

“Indicative Construction Programme” means the sequencing and approximate duration of operations shown in the revised Indicative Construction Programme appended to the S106 Agreement as **Schedule 18** to the S106 Agreement (with such variations or amendments as to:

- (a) the sequencing of operations; and
- (b) the approximate duration of operations),

for the Critical Infrastructure as may be approved on the application of the Developer(s) in relation to Critical Infrastructure in the Northern Development and in relation to the Critical Infrastructure in the Southern Development (as the case may be) from time to time in accordance with **Conditions 4.3** and **4.4** of this Permission. For the avoidance of doubt such variations and amendments approved under these conditions do not require a deed of variation to the S106 Agreement to amend the form of Indicative Construction Programme in **Schedule 18** to the S106 Agreement;

"Indicative Phasing Parameter Plan" means Parameter Plan 029 or (if and to the extent that the circumstances may so require) such relevant amended or revised phasing parameter plan as shall have been approved from time to time in accordance with **Condition 4.2** of this Permission;

"Individual Travel Plan" (which shall also be referred to as "Occupier Travel Plans", "Enterprise Scale Travel Plans" and "School Travel Plans") means the plan for the relevant part of the Northern Development or Southern Development as explained in the Framework Travel Plan) which has been submitted to and approved in accordance with **Conditions 2.1, 39.3, 39.4 and 39.5** of this Permission and which is in accordance with the provisions of the Framework Travel Plan (as updated from time to time in accordance with **Condition 2.6** of this Permission) approved in accordance with this Permission;

"Intermediate Housing" means housing for rent or sale provided at a cost above the level of Social Rented Housing but which is below open market value (and with suitable arrangements put in place as approved in the Affordable Housing Scheme to ensure that the said units remain at an affordable price for future eligible households or for any subsidy to be recycled for alternative affordable housing provision in the Barnet area) to households in accordance with the approved measures referred to in paragraph (f)(ii) of the "Affordable Housing Scheme" definition from time to time which may include but is not limited to:

- (a) New-Build Homebuy or shared ownership units;
- (b) Sub-Market Rented Units;

(c) Shared Equity Units (but for the avoidance or doubt not including units bought under the “Help to Buy” scheme or such other tenures as are not regarded by the GLA or HCA as constituting Affordable Housing);

“Intermediate Housing Income Parameters” means the following:

Size of Units	Proportion of Intermediate Housing Units	Household Income Ranges Units to be Affordable
1 beds	No less than 33%	<£25,000
	No less than 33%	£25,000-£35,000
	No more than 33%	£40,001 - £66,000
2 Beds	No less than 33%	<£30,000
	No less than 33%	£30,001 - £40,000
	No more than 33%	£40,001 - £66,000
3+ Beds	No less than 33%	£35,000-£50,000
	No less than 33%	£50,001-£60,000
	No more than 33%	£60,001 - £80,000

(or such revisions or variations to the above parameters as are agreed in writing between the developer of the Northern Development or Southern Development (as the case may be) and the LPA in accordance with the terms of the S106 Agreement to reflect any changes in the income parameters for London as specified by the GLA from time to time (such agreement not to be unreasonably withheld or delayed));

“**Landscaping Works**” means those works involving soft landscaping;

“**Library**” means the library facility to be provided in the Eastern Lands Zone to be provided in accordance with paragraphs 2.35 – 2.36 and 5.46 of the DSF available for use by residents of the Development;

“**Lifetime Homes**” means units which fulfil the 16 Criteria necessary to achieve Lifetime Homes Standard as set out in Appendix 6 to the DSF (or any subsequent version of the criteria adopted at the time of the Reserved Matters Application for the relevant Affordable Housing Units);

“**Local Roads**” are those new roads cycle and/or pedestrian routes or other thoroughfares to be constructed by the developer as part of the Northern Development and / or the developer as part of the Southern Development within the application site save and except those roads,

cycle and/or pedestrian routes or other thoroughfares which form part of Critical Infrastructure for the relevant Phase, Sub-Phase or Development Zone as identified on the following plans:

- Parameter Plan 002; and
- Illustrative Infrastructure Drawing Ref No 649 SK 00 326;

"London Plan" means the spatial development strategy for Greater London published in February 2011 by the Mayor of London and any subsequent adopted amendments to it from time to time which may be relevant to any applications for approval in relation to the Development, Northern Development and / or Southern Development under the terms of this Permission;

"LPA" means the London Borough of Barnet acting in its statutory capacity as local planning authority;

"M1/A406 and A5/A406 Junction Improvements" means alterations to the existing highway network at these two existing junctions and associated offsite works (including Bridge Structure B6 (M1 Junction 1 Pedestrian and Cycle Bridge)) in accordance with paragraphs 3.3, 3.4, 3.19 and 3.19a of the DSF and set out within the following plans:

- P/D111870/H/100/1011 Rev F;
- P/D111870/H/100/1012 Rev F;
- P/D111870/H/100/1013 Rev F;
- P/D111870/H/100/1029 Rev B;
- P/D111870/H/110/1012 Rev B;
- P/D111870/H/110/1013 Rev B; and
- BXCR-URS-73-ZZ-DR-CE-00002 Rev A (Indicative Transport Layout Plan);

"Main Health Centre" means the primary health care centre (including eight general practice surgeries) to be provided in accordance with paragraph 2.31 of the DSF with a gross external floorspace that is reasonably capable of incorporating the facilities required by that paragraph up to a maximum of 3,000 m² together with an area of hardstanding for ambulances adjacent to such centre of no more than 25 m² and which is to be located in the vicinity of plot 80 in the Eastern

Lands Zone and which will provide a range of services including community services outpatient appointments diagnostics minor treatment and other health services;

"Market Housing" means Residential Units which are not Affordable Housing;

"Market Housing Unit" means a single Residential Unit for occupation as Market Housing.

"Market Quarter Zone" means the Zone identified and marked as the Market Quarter Zone on Parameter Plan 001 and the indicative layout of which Zone is shown on Indicative Zonal Layout Parameter Plan 020;

"Market Square" means the new market square of 0.68 ha to be provided (as part of Phase 1B (South) and shown as item K27 on Plan 11 in Schedule 8) in the Market Quarter Zone in accordance with the parameters and principles set out in (a) paragraph 5.30 and Table 5 of the DSF in the general vicinity of the location marked "M2" on Parameter Plan 003 and the indicative layout showing how such square could be carried out as part of the Market Quarter Zone in accordance with the parameters and principles approved under this Permission is shown on the Indicative Zonal Layout Parameter Plan 020 (b) the description and principles in the text at page 136, 138 and 139 of the PROSS and (c) Section 3.2 of the Design Guidelines and with an illustrative space typology diagram shown in 3.2.5;

"Master Developer" means the developer of the Southern Development and / or the Northern Development (or to the whole of any Phase or Sub-Phase thereof) (as the case may be) respectively to the extent that they are responsible for the overall coordination and delivery of the Southern Development or Northern Development or any of its Phases or Sub-Phases (as the case may be) in accordance with this Permission and the S106 Agreement and for the avoidance of doubt it is not intended that it should include persons who are responsible for delivering only individual Plot Development and the term **"Master Developers"** shall be construed accordingly;

"Matrix" means the Matrix to be prepared and submitted to the LPA and TfL by the developer(s) of the Northern Development and / or Southern

Development (and if applicable jointly and severally in accordance with the Matrix and Transport Reports Schedule (including the worksheets) in **Schedule 17** to the S106 Agreement and approved as part of the Transport Report Scope and Specification Approval in relation to each Phase Transport Report and/or any Reserved Matters Transport Report in accordance with **Condition 37.1** of this Permission and **Schedule 3** to the S106 Agreement;

"Matrix and Transport Reports Schedule" means the Matrix and Transport Reports Schedule contained in the S106 Agreement as **Schedule 17** or such alternative or amended Matrix and Transport Reports Schedule as may be submitted to and approved by the LPA and TfL in accordance with the terms of the S106 Agreement (or on appeal);

"Millennium Green" means the existing the Millennium Green marked "CG2" on Parameter Plan 003;

"Millennium Green Improvements" means the improvement works to Millennium Green (which works are to be within an area of 0.48 ha) to be carried out in Phase 4 in accordance with the relevant Phase Details and (a) the parameters and principles contained in paragraphs 2.68a, 5.58 and 5.64 and Table 5 of the DSF (and in respect of which the indicative layout showing how such park could be carried out as part of the Brent Terrace Zone in accordance with the parameters and principles approved under this Permission is shown on the Indicative Zonal Layout Parameter Plan 023) and (b) the description and principles in the text at page 149 of the PROSS and (c) Section 3.2 of the Design Guidelines, with illustrative space typology shown in Section 3.2.3 to include the provision of the following items:

- a play area with 250 m² of playable space;
- a garden area for quiet recreation;
- a wildlife area; and
- associated grass area for informal games play elements pathways water attenuation area and landscaping;

"Monitoring Report" means any relevant monitoring report submitted to the LPA in accordance with the Monitoring Strategy;

“Monitoring Strategy” means a Strategy that measures all key transport impacts of the Development (including transport behaviour fairly and reasonably related to or associated with the Development and/or the Northern Development and / or Southern Development (as the case may be) such as operational traffic, construction traffic and the impact of overlapping phases on the road network and on public transport) in accordance with the parameters and principles set out in Annex 6 to the Transport Matrix and Transport Report Schedule and which Monitoring Strategy is to be submitted and approved under **Condition 37.8** of this Permission;

“Nature Parks” means those Principal Open Spaces marked NP1, NP2, NP3, NP4 (which is within the Brent Riverside Park measurement) and NP5 as shown on Parameter Plan 003;

“Necessary Consents” means such statutory orders, consents, approvals, agreements (including approvals and agreements of the LPA and/or TfL (as the case may require under the Conditions in this Permission and the S106 Agreement) and/or such other similar authorisations as shall be required under this Permission or the S106 Agreement to enable the Critical Infrastructure relevant to the Phase or Sub-Phase in question (as the case may require) to be constructed and provided and thereafter (where appropriate) to be used and operated including:

(a) (in relation to any primary or secondary routes or any Local Highways roads (and including the Strategic Access Points) or any cycle and/or pedestrian routes or any other public thoroughfares that are to be public highway) any agreements and bonds or other security required under sections 38 and 278 of the Highways Act 1980 (or any amending legislation in force from time to time) provided that for Phase 1 (North):

(i) this shall include such highways agreements and bonds or other security for the following items of Critical Infrastructure (which are required to completed and provided before the Commencement of Phase 1A (North) (unless the LPA otherwise agrees in accordance with **clauses 4.7 to 4.9** above)):

- (A) Prince Charles Drive Diversion;
 - (B) A406 Brent Cross Ingress/Egress Junction Improvements;
 - (C) A41/A406 Junction Improvements; and
 - (D) Bridge Structure B1 (Replacement A406 Templehof Bridge);
- (ii) for the Bridge Structure B7 (Living Bridge), the highways agreements and bonds or other security shall be Necessary Consents which are not required under the conditions of this Permission and the S106 agreement to be completed and provided prior to the date specified in **paragraph 2.1.10 to 2.1.12 of Schedule 2 to the S106 Agreement**;
 - (iii) for the M1/A406 and A5/A406 Junction Improvements, the highways agreements and bonds or other security shall be Necessary Consents which are not required under the conditions of this Permission and the S106 agreement to be completed and provided prior to the date specified in **paragraph 2.1.10 to 2.1.12 of Schedule 2 to the S106 Agreement**; and
 - (iv) for each remaining item of Critical Infrastructure in Phase 1A (North) that is works to existing and proposed public highway (including bridge works), the highways agreements and bonds or other security shall be Necessary Consents which are not required under the conditions of this Permission and the S106 agreement to be completed and provided for the relevant item of Critical Infrastructure prior to the date specified in **paragraph 2.1.10 to 2.1.12 of Schedule 2 to the S106 Agreement**; and
- (b) in respect of Principal Open Spaces adopted or managed maintained repaired and renewed or operated in accordance with this Permission and/or (as the case may require) the terms of the S106 Agreement (including the Estate Management Framework);

“Neighbourhood Police Unit (Brent Cross East Zone)” means the police unit of up to 93 sq m to be provided within the Brent Cross East Zone in accordance with paragraphs 2.35 – 2.36 of the DSF (or up to 186 sq m if a single unit is provided for the Development within the Brent Cross East Zone) in accordance with **paragraphs 8.1.2** and/or **8.3.5** of **Schedule 2** to the S106 Agreement;

“Neighbourhood Police Unit (Market Quarter Zone)” means the police unit of up to 93 sq m to be provided within the Market Quarter Zone to be provided in accordance with paragraphs 2.35 – 2.36 of the DSF (or up to 186 sq m if a single unit is provided for the Development within the Market Quarter Zone) in accordance with **Paragraphs 8.1.2** and/or **8.3.5** of **Schedule 2** to the S106 Agreement;

“Net Additional Increase” means the increase in gross comparison retail floorspace after the reprovision of existing retail floorspace closed and demolished or decommissioned in Brent Cross East Zone;

“Net Retail Floorspace” means the area authorised by this permission and used for the retail sale of goods excluding any basement levels not used for sales, plant, back of house/storage facilities, and floorspace used for entrances or circulation spaces and/or travelators staircores and loading areas;

“Network Performance Outcome” means the predicted impacts of the Development on all relevant junctions, highways, cycle and pedestrian routes and the performance of all transport modes and interchanges within the relevant Area of Concern (as defined in the relevant Transport Report Scope and Specification Approval), such impacts to be assessed in accordance with the Matrix and Transport Reports Schedule;

“New Build Homebuy Units” means Affordable Housing provided by an Affordable Housing Provider where the occupier initially purchases a percentage of the equity in the unit of between 25% and 75% with the option to purchase additional equity up 100% and where the lease is to be drafted in accordance with the HCA's requirements (or if applicable any London variations or replacement requirements) for New Build Homebuy schemes and unsold equity is held by an Affordable Housing Provider who can charge a rental on the unsold equity;

“New John Lewis Store” means the new department store comprising up to 28,000 square metres Net Retail Floorspace illustratively shown on Plot 102 (or such other plot within Brent Cross East Development Zone as may be approved by the LPA in the relevant Reserved Matters Approval or Other Matters Approval) in accordance with the parameters and principles set out in paragraph 2.29a and the relevant Scale Thresholds in Appendix 10 to the DSF and the relevant design principles contained in the Design and Access Statement;

“New MML Train Stabling Facility” means replacement train stabling provision needed to facilitate delivery of the Development within the Railway Lands Zone as set out in the following plans:

- Parameter Plan 002;
- Illustrative Infrastructure Drawing Ref No 649 SK 00 326;

“New PFS” means the new petrol filling station within the Development to be located in the Eastern Lands Development Zone in the vicinity of Plot 70 the retail kiosk of which will extend to 326 sq m and the canopy of which will extend to up to 2,800 sq m;

“New Superstore” means a new major foodstore which replaces the Existing Foodstore (currently occupied by Tesco in the Eastern Lands) to be sited in the Eastern Lands Zone in the vicinity of Plot 28 immediately adjacent to Claremont Avenue. In accordance with paragraph 5.43 of the DSF the foodstore will form part of a mixed use block, to be delivered over two levels with a maximum gross floorspace of 18,200m², including plant, staff facilities, servicing ramps etc. The New Superstore will have a maximum Gross Sales Area (that is the area used for the sale of goods excluding basement levels, plant, back of house/storage facilities, entrance circulation/travelators staircores and loading) of 10,920m² of which 6,006m² and 4,914m² shall be used for the sale of comparison and convenience goods respectively;

“Noise Sensitive Premises” means new or existing occupied dwellings, other residential accommodation, schools, hospitals, places of worship, libraries and other buildings (including the Holiday Inn Hotel) in respect of which noise impacts ought to be a material consideration in the light of relevant National guidance or any other relevant noise standards,

guidance or best practice methodologies which should be considered in assessing noise impacts and mitigation;

"North Circular Green Corridor" means new green corridor with a width of between 8 and 30 m to be provided in the Station Quarter Zone in accordance with paragraph 5.57 of the DSF in the general vicinity of the location marked "GC2" on Parameter Plan 003;

"Northern Affordable Housing" means Affordable Housing in the Northern Development (excluding any Whitefield Estate Replacement Units save where paragraph 3.1.3 (c) of **Schedule 2A** of the S106 agreement applies);

"Northern Affordable Housing Units" means Affordable Housing Units in the Northern Development (excluding any Whitefield Estate Replacement Units save where paragraph 3.1.3 (c) of **Schedule 2A** of the S106 agreement applies);

"Northern Development" means those parts of the Development within the Brent Cross East Zone and Brent Cross West Zone and associated works for roads, other ways bridges and Critical Infrastructure and other associated works and operational development forming part of the Development within or outside those Zones comprising Phase 1 (North) and Phase 2 (North) the location of which are illustrated on the following plans:

- (a) within the areas north and south of the A406 shaded blue on the attached "Northern / Southern Development" plan (Plan 4 in **Schedule 8** to the S106 Agreement) and which in relation to Critical Infrastructure (Phase 1A (North)) and Critical Infrastructure (Phase 1B (North)) is illustrated indicatively on Plans 8 and 10 in **Schedule 8** to the S106 Agreement respectively);
- (b) within the Clitterhouse Playing Fields shown for illustration purposes only cross hatched blue and yellow on Plan 4 in **Schedule 8** only in respect of the Clitterhouse Playing Fields Improvements (Part 1) (and for the avoidance of doubt excluding all other works and parts of the Development within such area);
- (c) within the area cross hatched light blue on Plan 4 in **Schedule 8** to the S106 Agreement only in respect of works of modification to

the Existing John Lewis Store and external alterations to the existing Brent Cross Shopping Centre and associated works,

including such parts of the Development as are indicated on the Indicative Phasing Parameter Plan;

"Northern Intermediate Housing" means Intermediate Housing in the Northern Development;

"Northern Nature Park" means new northern nature park of 0.2 ha to be provided as part of Phase 6 in the Station Quarter Zone in the general vicinity of the location marked "NP3" on Parameter Plan 003 in accordance with paragraph 5.54 and Table 5 of the DSF and the principles and parameters set out within Section B3.2 of the Design Guidelines, with an illustrative space typology shown in Section B3.2.3;

"Northern Primary Development" means Phase 1 (North);

"Northern Principal Open Spaces" means such Principal Open Spaces as are to be delivered by the developer of the Northern Development as Critical Infrastructure as part of the Northern Development in accordance with **paragraph 10.1 of Schedule 2** to the S106 Agreement;

"Northern Social Rented Units" means Social Rented Units in the Northern Development;

"Occupation" means actual occupation for the purposes permitted by this Permission excluding occupation by personnel engaged in marketing construction fitting out or decoration for marketing or purposes of display for first sale or letting or security operations and the terms **"Occupied"** **"Occupy"** and **"Occupying"** shall be construed accordingly;

"Occupation Finish Standard" means in relation to Critical Infrastructure as detailed below a standard fully finished and ready for occupation or habitation operation and /or use for its intended purpose in accordance with a specification to be approved by the LPA and in accordance with the relevant Necessary Consents for such Critical Infrastructure and shall (for the avoidance of doubt):

- (a) include all external security barriers and fences, landscaping, noise barriers and other attenuation measures, service yards, accesses,

parking areas, loading bays, playgrounds and associated ancillary external facilities;

- (b) include all internal partitions decorations and finishes, the provision of all services, access lifts and ramps, sanitary ware, all fixtures fittings equipment apparatus (including kitchen and catering equipment);
- (c) in the case of replacement facilities include fixtures and fittings, equipment and apparatus of a specification that is provided within the existing facilities (updated as necessary in accordance with the relevant Necessary Consents and guidance); and
- (d) in the case of the replacement schools include all laboratory benches, gymnasium equipment, specialist equipment and facilities necessary for such schools to be provided and operated.

Such standard shall apply to the following Critical Infrastructure:

- (i) CHP and District Heating System;
- (ii) Community Facilities (Clitterhouse Playing Fields Zone);
- (iii) Replacement Primary School;
- (iv) Replacement Secondary School;
- (v) Replacement Special Needs School;
- (vi) Replacement Leisure Centre;
- (vii) Transport Interchange T1 (New Train Station and Transport Interchange);
- (viii) Transport Interchange T2 (Replacement Brent Cross Bus Station);
- (ix) Waste Handling Facility and associated conveyor system and (subject to **Conditions 1.24** and **40** of this Permission) the Vacuum Waste Collection System;
- (x) Whitefield Estate Replacement Units; and
- (xi) Bus Station Temporary Relocated Facility;
- (xii) Additional Primary School

"Occupier" means:

- (a) the person who is in actual Occupation or will pursuant to an interest owned by such person be in actual Occupation of the relevant unit or part of the Northern Development or Southern Development (as the case may be) and shall not include any other person (whether or not such person also owns an interest in the relevant unit or part of the Northern Development or Southern Development (as the case may be)); or
- (b) if no such person under **paragraph (a)** exists, then the Developer of the Northern Development or Southern Development (as the case may be) in respect of the relevant unit or part of the Northern Development or Southern Development (as the case may be);

"Occupier Travel Plan" means the Individual Travel Plan submitted for any part of the Northern Development or Southern Development that meets the standard travel plan thresholds as defined and required in **Paragraph 17 of Schedule 3** prepared in accordance with the provisions of the Framework Travel Plan (as updated from time to time in accordance with **Condition 2.6** of this Permission) approved in accordance with this Permission;

"Office District Park" means the new office district park of 0.6 ha to be provided as part of Phase 7 in the Station Quarter Zone in the general vicinity of the location marked "CG1" on Parameter Plan 003 in accordance with paragraph 5.54 and Table 5 of the DSF and the principles and parameters set out within Section B3.2 of the Design Guidelines, with an illustrative space typology shown in Section B3.2.3;

"Open Market Value" means a price to be calculated in accordance with the definition of "Market Value" in such edition of the Royal Institution of Chartered Surveyors' Appraisal and Valuation Standards as shall be in force at the date of the relevant Affordable Housing Review;

"Other Matters Application" means an application for one or more Other Matters Approval (being an application for the LPA's approval (or a subsequent appeal) in respect of details, strategies, detailed specifications, delivery programmes and working method statements

(other than Reserved Matters) and other documents which under the conditions contained in this Permission require submission to the LPA;

“Other Matters Approvals” means the following:

- (a) Phase 1A (North) Pre Commencement Other Matter Approvals and the remaining approvals of Other Matters Applications for Phase 1A (North);
- (b) Phase 1A (South) Pre Commencement Other Matter Approvals and the remaining approvals of Other Matters Applications for Phase 1A (South);
- (c) Phase 1B (North) Pre Commencement Other Matter Approvals and the remaining approvals of Other Matters Applications for Phase 1B (North);
- (d) Phase 1B (South) Pre Commencement Other Matter Approvals and the remaining approvals of Other Matters Applications for Phase 1B (South);
- (e) Phase 2 (North) Pre Commencement Other Matter Approvals and the remaining approvals of Other Matters Applications for Phase 2 (North);
- (f) for Phase 1C, Phase 2 (South) and Phases 3 to 7, the LPA's approval or approval on appeal of details, strategies, detailed specifications and working method statements (other than Reserved Matters) which under the conditions contained in this Permission require submission to the LPA and for approval in relation to Phase 1C, Phase 2 (South) and Phases 3 to 7 respectively of the Southern Development as a whole or any specific Phase(s), Sub-Phase(s) or Plot(s) or any part of such Southern Development (as the case may be);

“Overarching Delivery Obligations” means the obligations contained in **paragraphs 2.1** and / or **2.2** of **Schedule 2** to the S106 Agreement (as applicable) by reference to the Primary Development Delivery Programme and/or the Detailed Delivery (Non-PDP) Programme for the relevant Phase or Sub-Phase and the relevant Necessary Consents as the case may require;

“Parameter Plans” means the following drawings which accompanied the Planning Application and are approved by this Permission setting out the parameters for the development and which are listed below:

- Parameter Plan 001 Rev 15 Zones;
- Parameter Plan 002 Rev 18 Transport Infrastructure;
- Parameter Plan 003 Rev 18 Public Realm & Urban Structure;
- Parameter Plan 004 Rev 15 Ground Level Land Uses to Frontages;
- Parameter Plan 005 Rev 15 Upper Level Land Uses to Frontages;
- Parameter Plan 006 Rev 14 Proposed Finished Site Levels;
- Parameter Plan 007 Rev 14 Maximum Building Heights;
- Parameter Plan 008 Rev 11 Minimum Building Heights;
- Parameter Plan 009 Rev 13 Basement and Service Access;
- Parameter Plan 010 Rev 13 Utilities;
- Parameter Plan 011 16 River Brent;
- Parameter Plan 012 Rev 11 Clitterhouse Playing Fields;
- Parameter Plan 013 Rev 15 Transport Interchanges;
- Parameter Plan 014 Rev 13 Floorspace Thresholds (notes amended and updated by the Erratum Report);
- Parameter Plan 015 Rev 6 Indicative Layout Plan;
- Parameter Plan 016 Rev 8 Existing Building and spaces (as amended and updated by the Erratum Report);
- Parameter Plan 017 Rev 2 Minor Transport Interchanges;
- Parameter Plan 018 Rev 2 Waste and Freight Facilities;

- Parameter Plan 019 Rev 9 Indicative Primary Development Package Layout Plan;
- Parameter Plan 020 Rev 6 Indicative Zonal Layout Plan (Market Quarter);
- Parameter Plan 021 Rev 6 Indicative Zonal Layout Plan (Eastern Lands);
- Parameter Plan 022 Rev 6 Indicative Zonal Layout Plan (Station Quarter);
- Parameter Plan 023 Rev 7 Indicative Zonal Layout Plan (Brent Terrace);
- Parameter Plan 024 Rev 6 Indicative Zonal Layout Plan (Cricklewood Lane);
- Parameter Plan 025 Rev 6 Indicative Zonal Layout Plan (Railway Lands);
- Parameter Plan 026 Rev 6 Indicative Zonal Layout Plan (Clitterhouse Playing Fields);
- Parameter Plan 027 Rev 7 Indicative Zonal Layout Plan (Brent Cross East);
- Parameter Plan 028 Rev 6 Indicative Zonal Layout Plan (Brent Cross West); and
- Parameter Plan 029 Rev 3 Indicative Phasing Parameter Plan,
- (or such revised or amended Parameter Plans as may be approved by the LPA pursuant to **Conditions 1.16** and **2.4** of this Permission);

“Pedestrian and Cycle Strategy” means the Phase-by-Phase or Sub-Phase by Sub-Phase strategy submitted and approved in accordance with **Condition 2.8** of this Permission and setting out the quantum, programme and details of pedestrian and cycle links to be provided within the relevant Phase or Sub-Phase of the Development in a way which is in accordance with the Area Wide Walking and Cycling Study and the Phase Transport Report;

"**Phase**" means a phase as shown on the Indicative Phasing Parameter Plan and reference to a Phase followed by a number shall mean the Phase as so numbered on the Indicative Phasing Parameter Plan and shall where the context requires include a Sub-Phase of that Phase approved in accordance with **Condition 4.2** and (as an aid to interpreting this Permission and not further or otherwise) Plan 7 in **Schedule 8** to the S106 Agreement shows for indicative purposes only the Phases as identified at the date when this Permission was originally issued on the Indicative Phasing Parameter Plan in the context of the Zones as currently identified on Parameter Plan 001;

"**Phase 1**" shall have precisely the same meaning as the Primary Development Package (and for the avoidance of doubt any reference to "Phase 1" shall include the whole of Phase 1 including Phases 1A, 1B and 1C unless stated otherwise);

"**Phase 1 (North)**" means Phase 1A (North) and Phase 1B (North);

"**Phase 1 (South)**" means Phase 1A (South), Phase 1B (South) and Phase 1C;

"**Phase 1A**" means:

- (a) Phase 1A (North) as shown for indicative purposes on Plan 8 in **Schedule 8** to the S106 Agreement; and
- (b) Phase 1A (South) as shown for indicative purposes on Plan 9 in **Schedule 8** to the S106 Agreement;

"**Phase 1A (North)**" means the Critical Infrastructure (Phase 1A (North)) as shown for indicative purposes on **Plan 8** in **Schedule 8** to the S106 Agreement to be delivered in accordance with the Primary Development Delivery Programme pursuant to the relevant Overarching Delivery Obligations and all relevant Phase 1A (North) Necessary Consents and the relevant Phase 1A (North) Details (subject to any amendments approved in accordance with **Condition 4.2** of this Permission);

"**Phase 1A (North) Details**" means a detailed specification (including the Reserved Matters Approvals) and working method statement in respect of the Critical Infrastructure (Phase 1A (North)) and approved:

- (a) in the case of Critical Infrastructure (Pre-Phase) in accordance with **Condition 13.1** of this Permission (subject to **paragraph 2.1.10 to 2.1.12** of **Schedule 2** to the S106 agreement); and
- (b) in the case of Critical Infrastructure (Non Pre-Phase) in accordance with **Condition 1.7** of this Permission,

and in either case in accordance with the relevant parameters and principles set out in the DSF or any variations to such documents or details or substitute documents or details approved by the LPA (whether under the Conditions of this Permission or otherwise) or on appeal;

"Phase 1A (North) Pre-Commencement Reserved Matters Applications" means any applications for Phase 1A (North) Pre-Commencement Reserved Matters Approvals;

"Phase 1A (North) Pre-Commencement Reserved Matters Approvals" means all Reserved Matters Approvals for the Critical Infrastructure (Pre-Phase 1A (North)) (which for the avoidance of doubt includes the Bridge Structure B7 (Living Bridge));

"Phase 1A (North) Pre-Commencement Other Matters Applications" means any applications for Phase 1A (North) Pre-Commencement Other Matters Approvals;

"Phase 1A (North) Pre Commencement Other Matters Approvals" means (subject to **paragraphs 2.1.10 – 2.1.12** of **Schedule 2** to the S106 Agreement if and insofar as may be applicable) the following approvals required under the following conditions of this Permission relating to the parts of the Development comprised in Phase 1A (North):

- (1) Condition 1.5 (Pre-commencement approvals for Sub-Phases in Phase 1)
- (2) Condition 1.8 (Remediation Works and Site Engineering and Preparation Works);
- (3) Condition 1.9 (CCC Feasibility Study);
- (4) Condition 1.10 (Residential Relocation Strategy);
- (5) Condition 1.15 (Building and Bridge Structure details);

- (6) Condition 1.17 (Illustrative Reconciliation Plan);
- (7) Condition 1.18 (Consultative Access Forum);
- (8) Condition 1.19 (Energy Panel);
- (9) Condition 1.20 (Area Wide Walking and Cycling Strategy);
- (10) Condition 1.21 (Framework Servicing and Delivery Strategy);
- (11) Condition 1.22 (Servicing and Delivery Strategy);
- (12) Condition 1.23 (BXC Regeneration Public Consultation Strategy);
- (13) Condition 1.24 (VWCS Feasibility Study);
- (14) Condition 1.25 (BXC Mobility Feasibility Study and Strategy);
- (15) Condition 1.26 (Inclusive Access Strategy and Wayfinding Strategy);
- (16) Condition 1.27 (On and/or off site foul and surface drainage works including SUDS);
- (17) Condition 2.1– RMAs and OMAs Reconciliation Mechanism
- (18) Condition 2.2 (Clitterhouse Playing Fields Mobility Scheme);
- (19) Condition 2.3 (Site measurement survey);
- (20) Condition 2.7 (A5 Corridor Study);
- (21) Condition 2.8(a) (Pedestrian and Cycle Strategy);
- (22) Condition 5.1 (Primary Development Delivery Programme for works in Phase 1);
- (23) Condition 6.1 (All estates and interests to be bound in);
- (24) Condition 7.1 (Estate Management Framework);
- (25) Condition 8.1 (CoCP);
- (26) Condition 8.3 (CEMP);

- (27) Condition 9.1 (DSWMS);
- (28) Condition 10.1 (ESAP and SDMS);
- (29) Condition 11.1 (CPMS);
- (30) Condition 11.2 (Phase Car Parking Standards and Phase Parking Strategy);
- (31) Condition 12.1 (CTMP);
- (32) Condition 12.2 (Construction Worker Travel Plan);
- (33) Condition 13.1 (Phase 1 pre-Commencement Details and Necessary Consents subject to **sub-paragraphs 2.1.10 – to 2.1.12** of the S106 if and to the extent they shall apply);
- (34) Condition 20.11 (Traffic Management Measures details for Cricklewood Lane / Claremont Avenue and Cricklewood Lane / A5 Junction Works);
- (35) Condition 27.1 (Scheme of existing landscaping features);
- (36) Condition 27.2 (Arboricultural methods statement);
- (37) Condition 27.3 (Arboricultural protection measures);
- (38) Condition 27.5 (Construction of Principal Open Spaces);
- (39) Condition 27.8 (Pre-construction survey – invasive non-native plants);
- (40) Condition 27.9 (LEMP);
- (41) Condition 27.12 (Temporary Open Space details);
- (42) Condition 28.1 (CEMP for site engineering and preparation works etc);
- (43) Condition 28.2 (SWMP for site engineering and preparation works etc);
- (44) Condition 29.2 (Scheme for noise and vibration);

- (45) Condition 30.1 (Scheme of dust monitoring and control);
- (46) Condition 30.2 (Scheme of air pollution and dust monitoring);
- (47) Condition 30.3 (Scheme of air pollution measures);
- (48) Condition 30.5 (Air Quality Monitoring Station – North of A406)
- (49) Condition 31.1 (Remediation zones);
- (50) Condition 31.6 (Remediation Validation Report);
- (51) Condition 33.1 (Existing water supply infrastructure impact statement);
- (52) Condition 33.2 (Water Use Principles – save for Temporary Works and Preparatory Works);
- (53) Condition 33.3 (Telecommunications statement);
- (54) Condition 34.4 (Shading Study for River Brent);
- (55) Condition 35.3 (RDF Feasibility Study);
- (56) Condition 35.4 (RDF – alternative renewable sources);
- (57) Condition 35.6 (RDF – alternative renewable sources);
- (58) Condition 37.2 (Phase Transport Report); =
- (59) Condition 37.8 (Monitoring Strategy);
- (60) (in respect of all Plot development in Phase 1AN programmed in the Primary Development Delivery Programme to begin within 3 months from the date of Commencement of Phase 1A (North)) - Condition 38.5 (Petrol/oil Interceptors)
- (61) (in respect of all Plot development in Phase 1AN programmed in the Primary Development Delivery Programme to begin within 3 months from the date of Commencement of Phase 1A (North)) - Condition 38.6 (Cycle Storage) ;
- (62) 39.7 (Parking Plan for electric vehicle points);

- (63) (in respect of all Plot development programmed in Phase 1AN in the Primary Development Delivery Programme to begin within 3 months from the date of Commencement of Phase 1A (North)) - Condition 40.1 (Details as to storage and collection of refuse)
- (64) Condition 43.1 (Scheme of archaeological investigation);
- (65) Condition 44.2 (River Brent Alteration and Diversion Works details);
- (66) Condition 44.4 (Geomorphological Assessment for River Brent);
- (67) Condition 44.6 (Monitoring / Mitigation of Welsh Harp Reservoir);
- (68) Condition 44.7 (Strategy for monitoring water levels);
- (69) Condition 44.8 (Scheme to return overland flood flow route from North Circular to Brent main river);
- (70) Condition 44.10 (Water Framework Directive);
- (71) Condition 45.1 (Access ramps to River Brent);
- (72) Condition 45.3 (River Brent bridges and walkway structures);
- (73) Condition 45.4 (Scheme to provide flood storage); and
- (74) Condition 46.3 (Business Relocation Strategy);

“Phase 1A (South)” means the following Critical Infrastructure comprised in Phase 1 as shown for indicative purposes on Plan 9 in **Schedule 8** to the S106 Agreement in accordance with the Primary Development Delivery Programme pursuant to the relevant Overarching Delivery Obligations and all relevant Phase 1A (South)_Necessary Consents and the relevant Phase 1A (South) Details (subject to any amendments approved in accordance with **Condition 4.2** of this Permission):

- (a) A5/Diverted Geron Way (Waste Handling Facility) Junction;
- (b) Claremont Park Road (Part 1); and
- (c) School Lane;

"Phase 1A (South) Details" means a detailed specification (including the Reserved Matters Approvals) and working method statement in respect of the Critical Infrastructure included within Phase 1A (South) and approved:

- (a) in the case of Critical Infrastructure (Pre-Phase) in accordance with **Condition 13.1** of this Permission; and
- (b) in the case of Critical Infrastructure (Non-Pre-Phase) in accordance with **Condition 1.7** of this Permission,

and in either case in accordance with the relevant parameters and principles set out in the DSF or any variations to such documents or details or substitute documents or details approved by the LPA (whether under the Conditions of this Permission or otherwise) or on appeal;

"Phase 1A (South) Pre-Commencement Reserved Matters Applications" means any applications for Phase 1A (South) Pre-Commencement Reserved Matters Approvals;

"Phase 1A (South) Pre-Commencement Reserved Matters Approvals" means all Reserved Matters Approvals for the Critical Infrastructure (Pre-Phase 1A (South));

"Phase 1A (South) Pre-Commencement Other Matters Applications" means any applications for Phase 1A (South) Pre-Commencement Other Matters Approvals;

"Phase 1A (South) Pre Commencement Other Matters Approvals" means the following approvals required under the following conditions of this Permission relating to the parts of the Development comprised in Phase 1A (South):

- (1) Condition 1.5 – pre-commencement RMAs OMAs etc;
- (2) Condition 1.8 (Remediation Works and Site Engineering and Preparation Works);
- (3) Condition 1.9 (CCC Feasibility Study);
- (4) Condition 1.10 (Residential Relocation Strategy);

- (5) Condition 1.15 (Building and Bridge Structure details);
- (6) Condition 1.17 (Illustrative Reconciliation Plan);
- (7) Condition 1.18 (Consultative Access Forum);
- (8) Condition 1.19 (Energy Panel);
- (9) Condition 1.20 (Area Wide Walking and Cycling Strategy);
- (10) Condition 1.21 (Framework Servicing and Delivery Strategy);
- (11) Condition 1.22 (Servicing and Delivery Strategy);
- (12) Condition 1.23 (BXC Regeneration Public Consultation Strategy);
- (13) Condition 1.24 (VWCS Feasibility Study);
- (14) Condition 1.25 (BXC Mobility Feasibility Study and Strategy);
- (15) Condition 1.26 (Inclusive Access Strategy and Wayfinding Strategy);
- (16) Condition 1.27 (On and/or off site foul and surface drainage works including SUDS);
- (17) Condition 2.1 (Reconciliation mechanism for RMAs and OMAs);
- (18) Condition 2.2 (Clitterhouse Playing Fields Mobility Scheme);
- (19) Condition 2.3 (Site measurement survey);
- (20) Condition 2.7 (A5 Corridor Study);
- (21) Condition 2.8(a) (Pedestrian and Cycle Strategy);
- (22) Condition 5.1 (Primary Development Delivery Programme for works in Phase 1);
- (23) Condition 6.1 (All estates and interests to be bound in);

- (24) Condition 7.1 (Estate Management Framework);
- (25) Condition 8.3 (CEMP);
- (26) Condition 9.1 (DSWMS);
- (27) Condition 10.1 (ESAP and SDMS);
- (28) Condition 11.1 (CPMS);
- (29) Condition 11.2 (Phase Car Parking Standards and Phase Parking Strategy);
- (30) Condition 12.1 (CTMP);
- (31) Condition 12.2 (Construction Worker Travel Plan);
- (32) Condition 13.1 (Phase 1 pre-Commencement Details and Necessary Consents);
- (33) Condition 27.1 (Scheme of existing landscaping features);
- (34) Condition 27.2 (Arboricultural methods statement);
- (35) Condition 27.3 (Arboricultural protection measures);
- (36) Condition 27.5 (Principal Open Spaces details);
- (37) Condition 27.8 (Pre-construction survey – invasive non-native plants);
- (38) Condition 27.9 (LEMP);
- (39) Condition 27.12 (Temporary Open Space details);
- (40) Condition 28.1 (CEMP for site engineering and preparation works);
- (41) Condition 28.2 (SWMP for site engineering and preparation works etc);
- (42) Condition 29.2 (Scheme for noise and vibration);
- (43) Condition 30.1 (Scheme of dust monitoring and control);

- (44) Condition 30.2 (Scheme of air pollution and dust monitoring);
- (45) Condition 30.3 (Scheme of air pollution measures);
- (46) Condition 30.6 (Air Quality Monitoring Station – South)
- (47) Condition 31.1 (Remediation zones);
- (48) Condition 31.6 (Remediation validation report);
- (49) Condition 33.1 (Existing water supply infrastructure impact statement);
- (50) Condition 33.2 (Water Use Principles – save for Temporary Works and Preparatory Works);
- (51) Condition 33.3 (Telecommunications statement);
- (52) Condition 35.3 (RDF Feasibility Study);
- (53) Condition 35.4 (RDF – alternative renewable sources);
- (54) Condition 35.6 (RDF – alternative renewable sources);
- (55) Condition 37.2 (Phase Transport Report);
- (56) Condition 37.8 (Monitoring Strategy);
- (57) Condition 39.7 (Parking Plan for electric vehicle points);
- (58) Condition 43.1 (Scheme of archaeological investigation);
and
- (59) Condition 46.3 (Business Relocation Strategy);

“Phase 1B” means:

- (a) Phase 1B (North) as shown for indicative purposes on Plan 10 in **Schedule 8**; and
- (b) Phase 1B (South) as shown for indicative purposes on Plan 11 in **Schedule 8**;

"Phase 1B (North)" means the Plot Development and Critical Infrastructure listed below as shown for indicative purposes on Plan 10 in **Schedule 8** to the S106 Agreement all of which in the case of such Critical Infrastructure shall be in accordance with the Primary Development Delivery Programme pursuant to the relevant Overarching Delivery Obligations and all relevant Phase 1B (North) Necessary Consents and the relevant Phase 1B (North) Details (subject to any amendments approved in accordance with **Condition 4.2** of this Permission):

- (a) all Plot Development in the Brent Cross East Zone; and
- (b) the Critical Infrastructure (Phase 1B (North));

"Phase 1B (North) Details" means a detailed specification (including the Reserved Matters Approvals) and working method statement in respect of the Critical Infrastructure (Phase 1B (North)) and approved:

- (a) in the case of Critical Infrastructure (Pre-Phase (Phase 1B (North))) in accordance with **Condition 13.1** of this Permission; and
- (b) in the case of Critical Infrastructure (Non-Pre-Phase) in accordance with **Condition 1.7** of this Permission,

and in either case in accordance with the relevant parameters and principles set out in the DSF or any variations to such documents or details or substitute documents or details approved by the LPA (whether under the Conditions of this Permission or otherwise) or on appeal;

"Phase 1B (North) Pre-Commencement Reserved Matters Applications" means any applications for Phase 1B (North) Pre-Commencement Reserved Matters Approvals;

"Phase 1B (North) Pre-Commencement Reserved Matters Approvals" means all of the Reserved Matters Approvals for the Critical Infrastructure (Pre-Phase 1B (North));

"Phase 1B (North) Pre-Commencement Other Matters Applications" means any applications for Phase 1B (North) Pre-Commencement Other Matters Approvals;

Phase 1B (North) Pre Commencement Other Matters Approvals”

means all Phase 1A (North) Pre-Commencement Other Matters Approvals (subject to **paragraphs 2.1.10 – 2.1.12** of **Schedule 2** to the S106 Agreement if and insofar as may be applicable) together with the following approvals required under the following conditions of this Permission relating to Phase 1B (North):

- (1) Condition 1.5 – Pre-commencement RMAs OMAs etc;
- (2) Condition 1.8 (Remediation Works and Site Engineering and Preparation Works);
- (3) Condition 1.9 (CCC Feasibility Study);
- (4) Condition 1.12 (Quantum and mix of residential development and Affordable Housing Scheme);
- (5) Condition 1.13 (Affordable Housing Viability Testing Report);
- (6) Condition 1.15 (Building and Bridge Structure details);
- (7) Condition 1.17 (Illustrative Reconciliation Plan);
- (8) Condition 1.22 (Servicing and Delivery Strategy);
- (9) Condition 1.27 (On and/or off site foul and surface drainage works including SUDS);
- (10) Condition 2.1 (RMAs and OMAs Reconciliation Mechanism);
- (11) Condition 2.8(a) (Pedestrian and Cycle Strategy);
- (12) Condition 6.1 (All estates and interests to be bound in);
- (13) Condition 7.1 (Estate Management Framework)
- (14) Condition 8.3 (CEMP);
- (15) Condition 10.1 (ESAP and SDMS);
- (16) Condition 11.2 (Phase Car Parking Standards and Phase Parking Strategy);
- (17) Condition 12.2 (Construction Worker Travel Plan);

- (18) Condition 13.1 (Phase 1 pre-Commencement Submissions and Approvals);
- (19) Condition 27.1 (Scheme of existing landscaping features);
- (20) Condition 27.2 (Arboricultural methods statement);
- (21) Condition 27.3 (Arboricultural protection measures);
- (22) Condition 27.5 (Principal Open Spaces details);
- (23) Condition 27.8 (Pre-construction survey – invasive non-native plants);
- (24) Condition 27.9 (LEMP);
- (25) Condition 27.12 (Temporary Open Space) (if and in so far as in respect of Phase 1 (North) the requirement for details to be submitted and approved under the condition has been discharged as part of the Phase 1A (North) Pre Commencement Other Matters Approvals;
- (26) Condition 28.1 (CEMP for site engineering and preparation works);
- (27) Condition 28.2 (SWMP for site engineering and preparation works etc);
- (28) Condition 28.7 (River Terrace Gravel Piling Method Statement)
- (29) Condition 29.1 (Acoustic Design Report)
- (30) Condition 29.2 (Scheme for noise and vibration monitoring);
- (31) Condition 29.7 (Scheme for noise and vibration protection);
- (32) Condition 29.8 (Noise mitigation for sensitive uses);
- (33) Condition 30.1 (Scheme of dust monitoring and control);
- (34) Condition 30.2 (Scheme of air pollution and dust monitoring);

- (35) Condition 30.3 (Scheme of air pollution measures);
- (36) Condition 31.1 (Remediation zones);
- (37) Condition 31.6 (Remediation validation report);
- (38) Condition 33.1 (Existing water supply infrastructure impact statement);
- (39) Condition 33.2 (Water Use Principles – save for Temporary Works and Preparatory Works);
- (40) Condition 33.3 (Telecommunications statement);
- (41) Condition 34.4 (Shading Study for River Brent);
- (42) Condition 37.2 (Phase Transport Report);
- (43) Condition 38.1 Details of Parking, Delivery and Servicing);
- (44) Condition 38.2 (Phase Car Parking Standards);
- (45) (in respect of all Plot development programmed Phase 1BN in the Primary Development Delivery Programme to begin within 3 months from the date of Commencement of Phase 1B (North)) - Condition 38.5 (Petrol/oil Interceptors);
- (46) (in respect of all Plot development programmed in Phase 1BN the Primary Development Delivery Programme to begin within 3 months from the date of Commencement of Phase 1B (North)) - Condition 38.6 (Cycle Storage);
- (47) Condition 39.7 (Electric vehicles parking plan);
- (48) (in respect of all Plot development programmed in Phase 1BN in the Primary Development Delivery Programme to begin within 3 months from the date of Commencement of Phase 1B (North)) - Condition 40.1 (Details as to storage and collection of refuse);
- (49) Condition 43.1 (Scheme of archaeological investigation);
and

(50) Condition 46.3 (Business Relocation Strategy);

"Phase 1B (South)" means the Plot Development and the Critical Infrastructure listed below as shown for indicative purposes on Plan 11 in **Schedule 8** to the S106 Agreement all of which Critical Infrastructure shall be in accordance with the Primary Development Delivery Programme pursuant to the relevant Overarching Delivery Obligations and all relevant Phase 1B (South) Necessary Consents and the relevant Phase 1B (South) Details (subject to any amendments approved in accordance with **Condition 4.2** of this Permission):

- (a) Plot Development in relation to Plots 18, 25, 28, 46, 59 (subject to compliance with **Conditions 35.3, 35.4** and **35.6** of this Permission) and 63;
- (b) Clarefield Park Temporary Replacement Open Space;
- (c) School Green Corridor;
- (d) Market Square;
- (e) Brent Terrace Green Corridor;
- (f) Community Facilities (Market Quarter Zone); and
- (g) Whitefield Estate Replacement Units (Part 2);

"Phase 1B (South) Details" means a detailed specification (including the Reserved Matters Approvals) and working method statement in respect of the Critical Infrastructure included within Phase 1B (South) and approved:

- (a) in the case of Critical Infrastructure (Pre-Phase) in accordance with **Condition 13.1** of this Permission;
- (b) in the case of Critical Infrastructure (Non-Pre-Phase) in accordance with **Condition 1.7** of this Permission,

and in either case in accordance with the relevant parameters and principles set out in the DSF or any variations to such documents or details or substitute documents or details approved by the LPA (whether under the Conditions of this Permission or otherwise) or on appeal;

"Phase 1B (South) Pre-Commencement Reserved Matters Applications" means any applications for Phase 1B (South) Pre-Commencement Reserved Matters Approvals;

"Phase 1B (South) Pre-Commencement Reserved Matters Approvals" means all Reserved Matters Approvals for the Critical Infrastructure (Pre-Phase 1B (South));

"Phase 1B (South) Pre-Commencement Other Matters Applications" means any applications for Phase 1B (South) Pre-Commencement Other Matters Approvals;

"Phase 1B (South) Pre Commencement Other Matters Approvals" means all Phase 1A (North) Pre-Commencement Other Matters Approvals together with the following approvals required under the following conditions of this Permission relating to in Phase 1B (South):

- (1) Condition 1.5 – (Pre-commencement RMAs OMAs etc);
- (2) Condition 1.8 (Remediation Works and Site Engineering and Preparation Works);
- (3) Condition 1.9 (CCC Feasibility Study);
- (4) Condition 1.10 (Residential Relocation Strategy);
- (5) Condition 1.12 (Quantum and mix of residential development and Affordable Housing Scheme);
- (6) Condition 1.13 (Affordable Housing Viability Testing Report);
- (7) Condition 1.15 (Building and Bridge Structure details);
- (8) Condition 1.17 (Illustrative Reconciliation Plan);
- (9) Condition 1.22 (Servicing and Delivery Strategy);
- (10) Condition 1.27 (On and/or off site foul and surface drainage works including SUDS);
- (11) Condition 2.1 (Reconciliation Mechanism for RMAs and OMAs);

- (12) Condition 2.8(a) (Pedestrian and Cycle Strategy);
- (13) Condition 6.1 (All estates and interests to be bound in);
- (14) Condition 7.1 (Estate Management Framework);
- (15) Condition 8.3 (CEMP);
- (16) Condition 8.4 (Construction access details for WHF and CHP);
- (17) Condition 9.1 (DSWMS);
- (18) Condition 10.1 (ESAP and SDMS);
- (19) Condition 11.2 (Phase Car Parking Standards and Phase Parking Strategy);
- (20) Condition 12.2 (Construction Worker Travel Plan);
- (21) Condition 13.1 (Phase 1 pre-Commencement Submissions and Approvals);
- (22) Condition 27.1 (Scheme of existing landscaping features);
- (23) Condition 27.2 (Arboricultural methods statement);
- (24) Condition 27.3 (Arboricultural protection measures);
- (25) Condition 27.5 (Principal Open Spaces details);
- (26) Condition 27.8 (Pre-construction survey – invasive non-native plants);
- (27) Condition 27.9 (LEMP);
- (28) Condition 27.12 (Temporary open space details);
- (29) Condition 28.1 (CEMP for site engineering and preparation works);
- (30) Condition 28.2 (SWMP for site engineering and preparation works etc);
- (31) Condition 29.1 (Acoustic Design Report);

- (32) Condition 29.2 (Scheme for noise and vibration);
- (33) Condition 29.7 (Scheme for noise and vibration protection)
- (34) Condition 29.8 (Noise mitigation for sensitive uses);
- (35) Condition 30.1 (Scheme of dust monitoring and control);
- (36) Condition 30.2 (Scheme of air pollution and dust monitoring);
- (37) Condition 30.3 (Scheme of air pollution measures);
- (38) Condition 31.1 (Remediation zones);
- (39) Condition 31.6 (Remediation validation report);
- (40) Condition 33.1 (Existing water supply infrastructure impact statement);
- (41) Condition 33.2 (Water Use Principles – save for Temporary Works and Preparatory Works);
- (42) Condition 33.3 (Telecommunications statement);
- (43) Condition 35.5 (RDF – details of RDF);
- (44) Condition 37.2 (Phase Transport Report);
- (45) Condition 38.1 Details of Parking, Delivery and Servicing);
- (46) Condition 38.2 (Phase Car Parking Standards);
- (47) (in respect of all Plot development programmed in Phase 1BS in the Primary Development Delivery Programme to begin within 3 months from the date of Commencement of Phase 1B (South)) Condition 38.5 (Petrol/oil Interceptors);
- (48) (in respect of all Plot development programmed in Phase 1BS in the Primary Development Delivery Programme to begin within 3 months from the date of Commencement of Phase 1B (South)) Condition 38.6 (Cycle Storage);
- (49) Condition 39.7 (Electric vehicles parking plan);

(50) (in respect of all Plot development programmed in Phase 1BS the Primary Development Delivery Programme to begin within 3 months from the date of Commencement of Phase 1B (South)) Condition 40.1 (Details as to storage and collection of refuse);

(51) Condition 43.1 (Scheme of archaeological investigation);
and

(52) Condition 46.3 (Business Relocation Strategy);

"Phase 1C" means:

- (a) all Plot Development; and
- (b) other Critical Infrastructure and works,

forming part of the Southern Development within Phase 1 as shown for indicative purposes on Plan 12 in **Schedule 8** to the S106 Agreement (but not including anything within Phases 1A or 1B) the Critical Infrastructure element of which shall be delivered in accordance with the Primary Development Delivery Programme pursuant to the relevant Overarching Delivery Obligations and all relevant Phase 1C Necessary Consents and the relevant Phase 1C Details (subject to any amendments approved in accordance with **Condition 4.2**);

"Phase 1C Details" means a detailed specification (including the Reserved Matters Approvals) and working method statement in respect of the Critical Infrastructure included within Phase 1C and approved:

- (a) in the case of Critical Infrastructure (Pre-Phase) in accordance with **Condition 13.1** of this Permission;
- (b) in the case of Critical Infrastructure (Non-Pre-Phase) in accordance with **Condition 1.7** of this Permission,

and in either case in accordance with the relevant parameters and principles set out in the DSF or any variations to such documents or details or substitute documents or details approved by the LPA (whether under the Conditions of this Permission or otherwise) or on appeal;

"Phase 1 Details" means the one or more of the following Phase Details (as applicable):

- (a) Phase 1A (North) Details;
- (b) Phase 1A (South) Details;
- (c) Phase 1B (North) Details;
- (d) Phase 1B (South) Details;
- (e) Phase 1C Details;

"Phase 1 (North)" means Phase 1A (North) and Phase 1B (North) collectively;

"Phase 1 (South)" means Phase 1A (South) Phase 1B (South) and Phase 1C collectively;

"Phase 2" means Phase 2 (North) and Phase 2 (South) collectively;

"Phase 2 Details" means the Phase 2 (North) Details and / or the Phase 2 (South) Details (as applicable);

"Phase 2 (North)" means all Plot Development in relation to the Brent Cross West Zone and all other works forming part of the Northern Development outside of Phase 1 (subject to any amendments approved in accordance with **Condition 4.2** of this Permission);

"Phase 2 (North) Pre-Commencement Other Matters Applications" means any applications for Phase 2 (North) Pre-Commencement Other Matters Approvals;

"Phase 2 (North) Pre Commencement Other Matters Approvals" means all Phase 1A (North) Pre-Commencement Other Matters Approvals together with the following approvals required under the conditions of this Permission relating to Phase 2 (North):

- (1) Condition 1.6 Pre-Commencement RMAs OMAs etc.;
- (2) Condition 1.8 (Remediation Works and Site Engineering and Preparation Works);

- (3) Condition 1.9 (CCC Feasibility Study);
- (4) Condition 1.12 (Quantum and mix of residential development and Affordable Housing Scheme);
- (5) Condition 1.13 (Affordable Housing Viability Testing Report);
- (6) Condition 1.15 (Building and Bridge Structure details);
- (7) Condition 1.17 (Illustrative Reconciliation Plan);
- (8) Condition 1.22 (Servicing and Delivery Strategy);
- (9) Condition 1.27 (On and/or off site foul and surface drainage works including SUDS);
- (10) Condition 2.1 (Reconciliation Mechanism for RMAs and OMAs.
- (11) Condition 2.8(a) (Pedestrian and Cycle Strategy);
- (12) Condition 5.2 (Detailed Delivery (Non-PDP) Programme);
- (13) Condition 6.1 (All estates and interests to be bound in);
- (14) Condition 7.1 (Estate Management Framework);
- (15) Condition 8.3 (CEMP);
- (16) Condition 10.1 (ESAP and SDMS);
- (17) Condition 11.2 (Phase Car Parking Standards and Phase Car Parking Strategy);
- (18) Condition 12.2 (Construction Worker Travel Plan);
- (19) Condition 27.1 (Scheme of existing landscaping features);
- (20) Condition 27.2 (Arboricultural methods statement);
- (21) Condition 27.3 (Arboricultural protection measures);
- (22) Condition 27.5 (Principal Open Spaces details);

- (23) Condition 27.8 (Pre-construction survey – invasive non-native plants);
- (24) Condition 27.9 (LEMP);
- (25) Condition 28.1 (CEMP for site engineering and preparation works);
- (26) Condition 28.2 (SWMP for site engineering and preparation works etc);
- (27) Condition 28.7 (River Terrace Gravel Piling Method Statement);
- (28) Condition 29.1 (Acoustic Design Report);
- (29) Condition 29.2 (Scheme for noise and vibration - Monitoring);
- (30) Condition 29.7(Scheme for noise and vibration – Protection);
- (31) Condition 29.8 (Noise mitigation for sensitive uses);
- (32) Condition 30.1 (Scheme of dust monitoring and control);
- (33) Condition 30.2 (Scheme of air pollution and dust monitoring);
- (34) Condition 30.3 (Scheme of air pollution measures);
- (35) Condition 31.1 (Remediation zones);
- (36) Condition 31.6 (Remediation validation report);
- (37) Condition 33.1 (Existing water supply infrastructure impact statement);
- (38) Condition 33.2 (Water Use Principles – save for Temporary Works and Preparatory Works);
- (39) Condition 33.3 (Telecommunications statement);
- (40) Condition 34.4 (Shading Study for River Brent);

- (41) Condition 37.2 (Phase Transport Report);
- (42) Condition 38.1 (Details of Parking, Delivery and Servicing);
- (43) Condition 38.2 (Phase Car Parking Standards);
- (44) (in respect of all Plot development in Phase 2 (North) programmed in the Detailed Delivery (Non-PDP) Programme to begin within 3 months from the date of Commencement of Phase 2 (North)) Condition 38.5 (Petrol/oil Interceptors);
- (45) (in respect of all Plot development in Phase 2 (North) programmed in the Detailed Delivery (Non-PDP) Programme to begin within 3 months from the date of Commencement of Phase 2 (North)) Condition 38.6 (Cycle Storage)
- (46) Condition 39.7 (Electric vehicles parking plan);
- (47) (in respect of all Plot development in Phase 2 (North) programmed in the Detailed Delivery (Non-PDP) Programme to begin within 3 months from the date of Commencement of Phase 1A (North)) Condition 40.1 (Details as to storage and collection of refuse)
- (48) Condition 43.1 (Scheme of archaeological investigation);
and
- (49) Condition 46.3 (Business Relocation Strategy);

“Phase 2 (South)” means:

- (a) all Plot Development in relation to Plots 14, 15, 16, 17, 22, 23, 24, 27, 37, 64, 65, 66, 67, 68, 73, 74, 75, 76 and 80; and
- (b) Critical Infrastructure and works,

forming part of Phase 2 (South) the Critical Infrastructure element of which shall be delivered in accordance with the Detailed Delivery (Non-PDP) Programme in accordance with the relevant Overarching Delivery Obligations and all relevant Necessary Consents and the relevant Phase 2 (South) Details (subject to any amendments approved in accordance with Condition 4.2);

"Phase 2 (South) Details" means a detailed specification (including the Reserved Matters Approvals) and working method statement in respect of the Critical Infrastructure included within Phase 2 (South) and approved:

- (a) in the case of Critical Infrastructure (Pre-Phase) in accordance with **Condition 14.1** of this Permission;
- (b) in the case of Critical Infrastructure (Non-Pre-Phase) in accordance with **Condition 1.7** of this Permission,

and in either case in accordance with the relevant parameters and principles set out in the DSF or any variations to such documents or details or substitute documents or details approved by the LPA (whether under the Conditions of this Permission or otherwise) or on appeal;

"Phase 3 Details" means a detailed specification (including the Reserved Matters Approvals) and working method statement in respect of the Critical Infrastructure included within Phase 3 and approved:

- (a) in the case of Critical Infrastructure (Pre-Phase) in accordance with **Condition 15.1** of this Permission;
- (b) in the case of Critical Infrastructure (Non-Pre-Phase) in accordance with **Condition 1.7** of this Permission,

and in either case in accordance with the relevant parameters and principles set out in the DSF and the Detailed Delivery (Non-PDP) Programme pursuant to the Overarching Delivery Obligations and all relevant Necessary Consents or any variations to such documents or details or substitute documents or details approved by the LPA (whether under the Conditions of this Permission or otherwise) or on appeal;

"Phase 4 Details" means a detailed specification (including the Reserved Matters Approvals) and working method statement in respect of the Critical Infrastructure included within Phase 4 and approved:

- (a) in the case of Critical Infrastructure (Pre-Phase) in accordance with **Condition 16.1** of this Permission;
- (b) in the case of Critical Infrastructure (Non-Pre-Phase) in accordance with **Condition 1.7** of this Permission,

and in either case in accordance with the relevant parameters and principles set out in the DSF and the Detailed Delivery (Non-PDP) Programme (to which the relevant Overarching Delivery Obligations apply) or any variations to such documents or details or substitute documents or details approved by the LPA (whether under the Conditions of this Permission or otherwise) or on appeal;

“Phase 5 Details” means a detailed specification (including the Reserved Matters Approvals) and working method statement in respect of the Critical Infrastructure included within Phase 5 and approved:

- (a) in the case of Critical Infrastructure (Pre-Phase) in accordance with **Condition 17.1** of this Permission;
- (b) in the case of Critical Infrastructure (Non-Pre-Phase) in accordance with **Condition 1.7** of this Permission,

and in either case in accordance with the relevant parameters and principles set out in the DSF and the Detailed Delivery (Non-PDP) Programme (to which the relevant Overarching Delivery Obligations apply) or any variations to such documents or details or substitute documents or details approved by the LPA (whether under the Conditions of this Permission or otherwise) or on appeal;

“Phase 6 Details” means a detailed specification (including the Reserved Matters Approvals) and working method statement in respect of the Critical Infrastructure included within Phase 6 and approved:

- (a) in the case of Critical Infrastructure (Pre-Phase) in accordance with **Condition 18.1** of this Permission;
- (b) in the case of Critical Infrastructure (Non-Pre-Phase) in accordance with **Condition 1.7** of this Permission,

and in either case in accordance with the relevant parameters and principles set out in the DSF and the Detailed Delivery (Non-PDP) Programme pursuant (to which relevant the Overarching Delivery Obligations apply) or any variations to such documents or details or substitute documents or details approved by the LPA (whether under the Conditions of this Permission or otherwise) or on appeal;

“Phase 7 Details” means a detailed specification (including the Reserved Matters Approvals) and working method statement in respect of the Critical Infrastructure included within Phase 7 and approved:

- (a) in the case of Critical Infrastructure (Pre-Phase) in accordance with **Condition 19.1** of this Permission;
- (b) in the case of Critical Infrastructure (Non-Pre-Phase) in accordance with **Condition 1.7** of this Permission,

and in either case in accordance with the relevant parameters and principles set out in the DSF and the Detailed Delivery (Non-PDP) Programme pursuant to the Overarching Delivery Obligations and all relevant Necessary Consents or any variations to such documents or details or substitute documents or details approved by the LPA (whether under the Conditions of this Permission or otherwise) or on appeal;

“Phase Car Parking Standards” means the relevant parking standards to be approved under **Condition 11.2** of this permission and having due regard to the Phase Transport Report approved in accordance with **Condition 37.4** of this permission and in accordance with the parameters and principles set out in paragraph 2.40 to 2.43 and Table 4 of the DSF) as varied or modified from time to time for any particular Phase or Sub-Phase or for all Phases and Sub-Phases in order to achieve the relevant Network Performance Outcome in applying the relevant approved Matrix and/or Transport Report in accordance with **Condition 37** of this permission;

“Phase Car Parking Strategy” means the Phase Car Parking Strategy for the relevant Phase(s) or Sub-Phase(s) as approved in accordance with **Condition 11.2** of this Permission as part of the Phase Transport Report;

“Phase Details” means one (or more if relevant) of the following Phase Details:

- (a) Phase 1A (North) Details;
- (b) Phase 1A (South) Details;

- (c) Phase 1B (North) Details;
- (d) Phase 1B (South) Details;
- (e) Phase 1C Details;
- (f) Phase 2 (North) Details;
- (g) Phase 2 (South) Details;
- (h) Phase 3 Details to Phase 7 Details respectively,

or such other equivalent Phase details if there are more or fewer Phases or Sub-Phases (as applicable in accordance with the Indicative Phasing Parameter Plan approved from time to time in accordance with **Condition 4.2** of this Permission) or any variations to such documents or details or substitute documents or details duly approved by the LPA (whether under the Conditions of this Permission or otherwise) or on appeal;

“Phased Payment” means a payment to the LPA in respect of the Consolidated Transport Fund in accordance with **paragraph 1** of **Schedule 3** in such amount as is specified for the relevant Phase or Sub-Phase of the Northern Development or Southern Development (as the case may be) as specified in the CTF Schedule in relation to such Phase or Sub-Phase;

“Phase Transport Report” means the Transport Report relating to the whole of a Phase or Sub-Phase to be submitted and approved in accordance with **Condition 37** of this Permission prior to the commencement of the Development in any Phase or Sub-Phase, such Phase Transport Report to be prepared in accordance with the Matrix and Transport Report Schedule and comply with the relevant Transport Report Scope and Specification Approval;

“Planning Agreement” means an Agreement made under section 106 or 106A of the 1990 Act (including the S106 Agreement made as the basis of the grant of this Permission and any deed of modification thereto in accordance with **clause 13** of the S106 Agreement) and any such agreement completed in relation to any Reserved Matters Approval or any Other Matters Approval under this Permission or in relation to any

Additional Planning Permission or Alternative Energy Permission of Further this Permission;

"Planning Application" means the planning application to carry out the Development submitted to the LPA on 11 October 2013 and given reference number F/04687/13 as clarified and updated by the Erratum Report;

"Planning Obligation" shall mean any planning obligation contained in any Planning Agreement;

"Plot" means a building plot(s) as shown on the Indicative Phasing Parameter Plan and reference to a Plot followed by a number shall mean the Plot as so numbered on the Indicative Phasing Parameter Plan or its nearest equivalent on the Indicative Phasing Parameter Plan;

"Plot Development" means such development as may be included in or related to any Reserved Matters Application or included in any Other Matters Application made by the developer of the Northern Development or Southern Development (as the case may be) in accordance with this Permission in relation to any specific Plot or Plots after **Conditions 1.2** and/or **1.3** of this Permission shall have been complied with;

"Practical Completion" means the following as the case may require:

- (a) in respect of any Buildings (save and except those to which the Occupation Finish Standard applies), the issue of a certificate of practical completion by the architect or engineer for the relevant Plot Development certifying that the respective building(s) have been built to the shell and core stage whereby the building(s) are suitable for fitting out; and
- (b) in relation to Critical Infrastructure (including any buildings) as referred to in the definition of "Occupation Finish Standard", completed to the Occupation Finish Standard in accordance with the relevant Necessary Consents; and
- (c) in relation to any other Critical Infrastructure (including the creation construction improvement or alteration of any new or existing highways, junctions, cycleways, pedestrian routes railways or rail-related structures or apparatus, Bridge Structures or any Principal

Open Space) insofar as the Occupation Finish Standard does not apply, the term "Practical Completion" shall mean practical completion in accordance with the terms of the relevant Necessary Consents,

and the terms **"Practically Complete"** and **"Practically Completed"** shall be construed accordingly;

"Pre-Commencement Reserved Matters Applications" means any applications for Pre-Commencement Reserved Matter Approvals;

"Pre-Commencement Reserved Matters Approvals" means one or more of the following (as the case may be):

- (a) Phase 1A (North) Pre-Commencement Reserved Matters Approvals;
- (b) Phase 1A (South) Pre-Commencement Reserved Matters Approvals;
- (c) Phase 1B (North) Pre-Commencement Reserved Matters Approvals;
- (d) Phase 1B (South) Pre-Commencement Reserved Matters Approvals;
- (e) Phase 2 (North) Pre-Commencement Reserved Matters Approvals;
- (f) Reserved Matters Approvals for the Critical Infrastructure (Pre-Phase) in one or more of Phase 1C Phase 2 (South) and Phases 3 to 7 respectively in the Southern Development or any Sub-Phase within such a Phase;

"Pre-Commencement Other Matters Applications" means any applications for Pre-Commencement Other Matters Approvals;

"Pre-Commencement Other Matters Approvals" means one or more of the following (as the case may be):

- (a) Phase 1A (North) Pre-Commencement Other Matters Approvals;
- (b) Phase 1A (South) Pre-Commencement Other Matters Approvals;
- (c) Phase 1B (North) Pre-Commencement Other Matters Approvals;
- (d) Phase 1B (South) Pre-Commencement Other Matters Approvals;
- (e) Phase 2 (North) Pre-Commencement Other Matters Approvals;

- (f) Other Matters Approvals for the Critical Infrastructure (Pre-Phase) in one or more of Phase 1C Phase 2 (South) and Phases 3 to 7 in the Southern Development or any Sub-Phase of such a Phase;

"Preferred Affordable Housing Provider(s)" means the Affordable Housing Provider or Affordable Housing Providers selected by the developer of the Northern Development or Southern Development ((as the case may be) in consultation with the LPA and on the list approved by the LPA in accordance with **paragraph 2.10** or **3.11** (as the case may be) of **Schedule 2A** of the S106 Agreement who are to be invited to tender or bid for the Affordable Housing in the Southern Development or Northern Development (as the case may be) of a given Phase or Sub-Phase (or alternatively the individual Affordable Housing Provider approved by the LPA under **paragraph 2.10.1** or **3.11.1** of that Schedule to the S106 Agreement);

"Preferred Site" means the site of the existing Hendon Waste Transfer Station site shown on Parameter Plan 016 being the preferred location for the Construction Consolidation Centre within the Southern Development (with such additional land as may be found to be necessary and Feasible in the CCC Feasibility Study);

"Preparatory Works" means any minor operations or items of work of or connected with or ancillary to archaeological and/or contamination investigations, site surveys, and construction set up to be carried out pursuant to this Permission provided that such works are unlikely to have any significant adverse environmental effects beyond those assessed by the EIA Process carried out in relation to the Planning Application;

"Primary Development Delivery Programme" means a detailed delivery programme relating to Critical Infrastructure in the whole or any part of the Primary Development Package (Phase 1) to be approved under **Condition 5.1** of this Permission and any subsequent variations approved in accordance with the relevant Condition of this Permission;

"Primary Development Package" means those elements of the Development identified in Parameter Plan 019 and described in Section 6 (and paragraphs 6.26 to 6.31 in particular) of the DSF and those Plots identified as Phase 1 within the Indicative Phasing Parameter Plan;

"Prince Charles Drive Diversion" means (as described on pages 5 and 6 of Appendix 7 to the DSF) the diversion of Prince Charles Drive towards the south of Brent Cross East Zone, as shown on Parameter Plan 002 and marked indicatively on Illustrative Infrastructure Drawing Ref No 649 SK 00 326 and in accordance with the Phase 1 Details insofar as they relate to this diversion;

"Principal Open Spaces" means the Public Realm and open spaces identified on Parameter Plan 003 and described in Section 2 of the DSF and includes Northern Principal Open Spaces and Southern Principal Open Spaces;

"PROSS" means the Revised Public Realm and Open Space Strategy (October 2013) submitted with the Planning Application or such amended Revised Public Realm and Open Space Strategy as may be submitted to and approved by the LPA from time to time in accordance with **Clauses 4.7 – 4.9** and **Paragraph 23.18** of **Schedule 2** to the S106 Agreement (but for the avoidance of doubt shall exclude for the purposes of the Section 106 Agreement any illustrative images within it);

"Public Realm" means the extent of public realm for which the public will have access in accordance with the Estate Management Framework (and the terms of any Planning Agreement or any other statutory agreement or Necessary Consents relating thereto) and which shall be identified on a Phase or Sub-Phase basis at the Reserved Matters Application and/or Other Matters Application stage including the following (but excluding any areas or structures that are adopted public highway):

- (a) such identified public realm comprising Northern Principal Open Spaces, Southern Principal Open Spaces and public concourses and routes to and from the Bridge Structures and Transport Interchanges forming part of the Phase or Sub-Phase; and
- (b) such identified public realm comprising those other public realm parts of the Phase or Sub-Phase which shall be the responsibility of the Developer or any Estate Management Body to manage and maintain in accordance with the Estate Management Framework;

"Rail Enabling Works" means the various enabling works on the railway lines and associated Network Rail's operational land which lies on

or towards the western side of the Site and which works are necessary to enable the delivery of:

- (a) the New MML Train Stabling Facility;
- (b) Waste Handling Facility, the Rail Freight Facility;
- (c) the Bridge Structure B2 (A5 Link Bridge);
- (d) the Bridge Structure B3 (Geron Way Pedestrian Bridge); and
- (e) the Transport Interchange T1 (New Train Station and Transport Interchange),

in accordance with the Indicative Construction Programme, the Primary Development Delivery Programme and the Detailed Delivery (Non-PDP) Programme (to which the relevant Overarching Delivery Obligations apply) and the relevant Phase Details;

“Rail Freight Facility” means the inter-modal freight facility to be built within Railway Lands Zone in accordance with paragraph 5.78 and Appendix 15 of the DSF and Parameter Plan 018;

“Railway Lands Nature Park” means the new nature park of 0.42 ha to be provided as part of Phase 5 in accordance with the principles and parameters set out within (a) paragraph 5.63 and Table 5 of the DSF in the general vicinity of the location marked “NP2” on Parameter Plan 003 and (b) Section B3.2 of the Design Guidelines, with an illustrative space typology shown in Section B3.2.3.;

“Railway Lands Zone” means the Zone identified and marked as the Railway Lands Zone on Parameter Plan 001 and the indicative layout of which zone is shown on Parameter Plan 025;

“RDF” means Refuse Derived Fuel;

“RDF Feasibility Study” means the feasibility study to be carried out and submitted for approval in accordance with **Condition 35.3** of this Permission;

“Reconciliation Mechanism” means the arrangements for implementation as described in Section 6 of the DSF and applied under this Permission in accordance with **Condition 2.1** of this Permission;

“Refuse Derived Fuel” means fuel derived from waste which is produced at the Waste Handling Facility in accordance with the parameters and principles set out in the DSF at paragraphs 2.54(a) to 2.65 and in Appendix 15 to the DSF and to be produced and provided to the CHP in accordance with this Permission and all Necessary Consents and the Phase 1 Details;

“Registered Provider ” means a registered provider of social housing for the purposes of s80 of the Housing and Regeneration Act 2008 registered with and regulated by the HCA .

“Regulation 22 Request” means any request made by the LPA under regulation 22 of the Town and Country Planning (Environmental Impact Assessment) Regulations 2011 as part of the EIA Process;

“Remediation Validation Report” means the report required under the terms of **Condition 31.6** of this Permission which confirms the adequacy of the remediation works after they have been carried out and confirming that the land is fit for its proposed purpose in accordance with the parameters and principles set out in the Global Remediation Strategy;

“Remediation Works” means any works, or carrying out of any operations or the taking of any steps in accordance with the parameters and principles set out in the Global Remediation Strategy for the purpose of treating, preventing minimising or remedying or mitigating the effects of any harm to the environment caused by the contamination of land or ground water or any pollution of controlled waters so as to render the land in question suitable for its intended end use and includes any installation of any works to prevent the movement of contaminants and the placing of clean soil or fill (which Remediation Works shall be submitted and approved in accordance with **Condition 31** of this Permission);

“Remediation Zone or Sub-Zone” means a zone or sub-zone defined and approved for the purposes of managing remediation and carrying out the Remediation Works and reporting in accordance with **Condition 31.1**

of this Permission and in accordance with the arrangements described in paragraph 1.2 of the Global Remediation Strategy;

"Replacement Leisure Centre" means leisure centre of 2,880 m² gross external floorspace to replace the existing Hendon Leisure Centre and to be provided in the Eastern Lands Zone approximately as shown on Plot 80 of the Indicative Phasing Parameter Plan and in Table 8a of Appendix 2 of the DSF and in accordance with the parameters and principles contained in paragraphs 2.38, 2.39, 5.45 and 5.46 of the DSF and located in the Eastern Lands Zone;

"Replacement Primary School" means the new 3 form entry primary school of up to 4,864 m² gross external floorspace and capable of providing a total of up to 630 places at any one time for pupils plus up to 39 nursery places (or 78 children attending part-time) to be located on Plot 46 in the Brent Terrace Zone and to replace the existing Claremont Primary School and to be provided as an Exemplar Building in accordance with paragraphs 2.33, 2.34a and 2.54 and Table 8 of the DSF;

"Replacement Secondary School" means the replacement secondary school of up to 15,232 m² gross external floorspace and capable of providing a total of up to 1,200 places at any one time for pupils (on the basis set out in **paragraph 5.1.2 of Schedule 2** to the S106 Agreement) located approximately on Plot 27 as shown on the Indicative Phasing Parameter Plan in the Eastern Lands Zone and which is to replace the existing Whitefields School and to be provided in accordance with paragraphs 2.33, 2.34 and 2.34b of the DSF;

"Replacement Special Needs School" means replacement special needs school of up to 4,394 m² gross external floorspace (on the basis set out in **paragraph 5.1.3 of Schedule 2** to the S106 Agreement) to be provided in the Eastern Lands Zone approximately as shown on Plot 65 on the Indicative Phasing Parameter Plan in accordance with paragraphs 2.33, 2.34 and 2.34c of the DSF and in the general vicinity of the location marked "E1" on the Indicative Phasing Parameter Plan and which will be capable of providing up to 112 places at any one time for 11 to 18 years olds (on the basis set out in **paragraph 5.1.3 of Schedule 2** to the S106 Agreement) in order to replace the existing Mapledown Special Needs School;

"Reserved Matters Application" means any application comprising details to be submitted in accordance with the DMPO in relation to all or one of layout, scale, external appearance of buildings or bridge structures, means of access or hard and soft landscaping to be carried out as part of the Development;

"Reserved Matters Approval" means the LPA's or Secretary of State's formal written approval in accordance with the DMPO of details approved pursuant to a Reserved Matters Application;

"Reserved Matters Transport Report" means a Transport Report relating to any Reserved Matters Applications in relation to the whole or part of a Phase Sub-Phase or Plot to be submitted and approved in accordance with **Condition 37** of this Permission and in accordance with the arrangements and methodology described in the Matrix and Transport Reports Schedule and which provides the information required by the relevant approved Transport Report Scope and Specification Approval;

"Residential Relocation Strategy" means a scheme setting out the following (subject to **paragraph 3.1.3A** of **Schedule 2A** of the S106 Agreement)::

- (a) the strategy and arrangements for the satisfactory relocation of residents in the sheltered housing in the Rosa Freedman Centre for the purposes of the developer of the Northern Development constructing Claremont Avenue and from the first 60 of the Whitefield Estate Existing Units on the Whitefield Estate (for the purposes of accommodating the landing of the Bridge Structure B7 (Living Bridge) on land to the South of the A406 (together comprising the Whitefield Estate Existing Units (Part 1) to the Whitefield Estate Replacement Units (Part 1) (including the time period or periods for which any of the Whitefield Estate Replacement Units will be offered to, saved for and made available to residents relocating from the Whitefield Estate Existing Units in accordance with the requirements of **Schedule 2A** of the S106 Agreement); and
- (b) general principles for the strategy for the developer of the Southern Development to satisfactorily relocate or procure the

satisfactory relocation of the remaining residents in the Whitefield Estate to the Whitefield Estate Replacement Units (Part 2) (including general principles in relation to the time period or periods for which any of the Whitefield Estate Replacement Units will be offered to, saved for and made available to residents relocating from the Whitefield Estate Existing Units in accordance with the requirements of **Schedule 2A** of the S106 Agreement),

in accordance with the parameters and principles contained in paragraphs 2.91 to 2.93 in the DSF, the parameters and principles contained in **Schedule 24** to the S106 Agreement and the Indicative Construction Programme or if approved the Primary Development Delivery Programme pursuant to the Overarching Delivery Obligations and provided that residents in the accommodation contained in the Rosa Freedman Centre may be moved by the Council (or by persons other than the developer(s)) to other locations and such strategy is to be submitted to and approved pursuant to **Condition 1.10** of this Permission and **paragraph 1** of **Schedule 2** to the S106 Agreement;

"Residential Unit" means single residential dwelling (including any Affordable Housing Unit or Market Housing Unit, but excluding the Whitefield Estate Replacement Units) to be constructed pursuant to this permission for use as a dwelling (including a house flat or maisonette) within Class C3 of the Town and Country Planning (Use Classes) Order 1987 (or any equivalent replacement provision);

"Revised Energy Strategy" means the site-wide strategy to be approved under **Condition 35.6** of this Permission setting out the developer(s) of the Northern Development and / or Southern Development approach to demonstrate how a minimum reduction in carbon emissions below the standard set out in Building Regulations Part L 2010 of 40% and 25% for residential and commercial buildings respectively (and to demonstrate how such reductions will be achieved), in the event that the scheme-wide Energy from Waste CHP (including Refuse Derived Fuel) in accordance with the Energy Strategy is demonstrated to be Unfeasible in the RDF Feasibility Study. The Revised Energy Strategy shall consider those potential alternative methods which are set out in paragraph 2.54i of the DSF and shall be prepared in consultation with the LPA, GLA and the Energy Panel;

"River Brent Alteration and Diversion Works" means the alteration and diversion works to the River Brent (including the River Brent Bridges) to be carried out in accordance with paragraphs 3.24 to 3.26 of the DSF within the Brent Cross East and Brent Cross West Zones in the general vicinity of such part of the area shaded in dark blue on Parameter Plan 011 (in respect of which the indicative layout showing how such works could be carried out in accordance with the parameters and principles approved under this Permission is shown on Indicative Zonal Layout Parameter Plans 027 and 028) and the relevant Phase 1 Details under **condition 13.1**, this Permission;

"River Brent Bridges" means two pedestrian and cyclist only bridges and nine vehicular bridges forming part of Phase 1A (North) and to be approved under **Condition 13.1** of this Permission as part of the Phase 1 Details and to be provided (as part of the River Brent Alteration and Diversion Works and the River Brent Riverside Park) over the River Brent within Brent Cross East and West Development Zones in accordance with the parameters and principles set out in Paragraphs 4.23, 4.24, 4.25 and 4.26 of the DSF and Parameter Plan 011;

"River Brent Nature Park" means the new nature parks of 0.2 ha to be provided in the Brent Cross East and Brent Cross West Zones alongside the River Brent in accordance with paragraphs 3.25, 5.7, 5.9 and 5.26 and Table 5 of the DSF in the approximate location marked "NP4" and "NP5" on Parameter Plan 003 (in respect of which the indicative layout showing how such park could be carried out in accordance with the parameters and principles approved under this Permission is shown on Indicative Zonal Layout Parameter Plan 027 and 028) and is in accordance with the design principles contained in the Design and Access Statement (including Section B3.2, and the illustrative space typology shown in Section B3.2.3, of the Design Guidelines) wherein they are respectively referred to as River Brent Nature Park 1 and River Brent Nature Park 2));;

"S106 Agreement" as referred to in this Permission means the Agreement under Section 106 of the 1990 Act (and including other relevant statutory powers) on the basis of which this Permission is granted (and including where the context so requires any relevant

subsequent deed of modification to it entered into from time to time in accordance with **clause 13** of the S106 Agreement);

"Schedule of Mitigation Measures" means the mitigation measures as set out within Table 22.1 of the Environmental Statement a copy of which is appended hereto as **Schedule 23** to the S106 Agreement or any variation to such measures submitted to and approved by the LPA under **Condition 3.2** of this Permission and/or in (or in accordance with) any Additional Planning Permission and/or Alternative Energy Permission or any Further Section 73 Permission and for the avoidance of doubt variations approved in accordance with **Condition 3.2** of this Permission shall not require a Deed or Variation to the S106 Agreement to amend Table 22.1 in **Schedule 23** (save and except insofar as a Deed of Modification may be required by the LPA in accordance with **Clause 15 of the S106 Agreement**);

"School Green Corridor" means new green corridor with a width of 3 m to be provided as part of Phase 1B (South) (and shown as Item K25 on Plan 11 in Schedule 8) in accordance with the parameters and principles set out in (a) paragraph 5.58 of the DSF in the Brent Terrace Zone in the general vicinity of the north western boundary of the existing Claremont Primary School site and approximate location marked "GC6" on Parameter Plan 003 and in respect of which the indicative layout showing how such green corridor could be carried out as part of the Brent Terrace Zone in accordance with the parameters and principles approved under this Permission is shown on Indicative Zonal Layout Parameter Plan 23;

"School Lane" means the part of School Lane that runs East from Market Square and identified as K46 on Plan 9 (and indicated for illustrative purposes only on Plan 17) in **Schedule 8** to the S106 Agreement;

"School Square" means new School Square of 0.26 ha to be provided as part of Phase 2 (South) in accordance with the parameters and principles set out in (a) paragraph 5.44 and Table 5 of the DSF in the Eastern Lands Zone in the approximate location marked "S5" on Parameter Plan 003 in respect of which the indicative layout showing how such square could be carried out as part of the Eastern Lands Zone in accordance with the parameters and principles approved under this Permission is shown

on Indicative Zonal Layout Parameter Plan 21 and (b) Section B3.2 of the Design Guidelines, with an illustrative space typology shown in Section B3.2.5;

"School Travel Plan" means the travel plan to be prepared to manage the operational travel requirements of each of the educational establishments within the scheme which is in accordance with the provisions of the Framework Travel Plan (as approved and updated from time to time in accordance with **Condition 2.6** of this Permission);

"Secretary of State" means the Secretary of State for Communities and Local Government or his statutory successor with responsibility for planning and related matters arising under this Permission and includes the Planning Inspectorate in the case of an appeal;

"Servicing and Delivery Strategy" means the Servicing and Delivery Strategy which sets out on a Phase or Sub-Phase basis how the parameters and principles in the agreed Framework Servicing and Delivery Strategy will be delivered for the particular Phase or Sub-Phase and how the Phase or Sub-Phase Servicing and Delivery Strategy will operate in conjunction with adjoining Phases or Sub-Phases in accordance with **Condition 1.22** of this Permission;

"Shared Equity" means Intermediate Housing provided on a part equity/sale basis whereby an initial share in the property may be sold to a purchaser at up to 65% of Open Market Value and the unsold equity is held by an Affordable Housing Provider or the LPA (but for the avoidance of doubt there shall be no direct or indirect requirement or obligation that equity must be held by or transferred to the LPA (as opposed to being held by an Affordable Housing Provider) and upon sale of any such equity the proceeds are re-applied to Affordable Housing within the London Borough of Barnet in consultation with the LPA;

"Shopmobility Works" means improvement, enhancement and extension to the existing shopmobility facilities or the provision of a new facility at Brent Cross Shopping Centre in accordance with paragraph 5.15 of the DSF and the Inclusive Access Strategy;

“**Site**” means the application site as identified and defined in the Planning Application and shown edged red on the “Application Site Boundary” plan and attached in **Schedule 8** to the S106 Agreement; ;

“**Site Engineering and Preparation Works**” means those Remediation Works, site levelling and preparation and Critical Infrastructure works required prior to the construction of any Bridge Structure or any Building on any Plot or Plots within any Phase or Sub-Phase;

“**Site Specific Remediation Strategy**” (SSRS) means the Site Specific Remediation Strategy in accordance the parameters and principles set out in the Global Remediation Strategy to be submitted and approved in accordance with **Condition 31.2** of this Permission with such variations or modifications which may be approved from time to time in accordance with **Condition 31.3** of this Permission;

“**Site Waste Management Plans**” (SWMP) means a plan which individual principal contractors and developers will be required to prepare and implement in accordance with the Demolition and Site Waste Management Strategy, the Code of Construction Practice and the requirements of the Environment Agency and which is to be approved in accordance with **Condition 28.2** of this Permission;

“**Skills Development Method Statement**” means a statement (as part of an Employment and Skills Action Plan) to be submitted and approved in accordance with **Condition 10.1** of this Permission containing measures designed to maximise local job opportunities created as a result of the Northern Development or Southern Development (as the case may be) including demolition and construction work and measures designed to provide appropriate training employment advice and/or other programmes and/or initiatives for residents within the local area to enable them to obtain the requisite knowledge skill experience confidence and opportunity to be employed in jobs created as a result of the Northern Development or Southern Development (as the case may be);

“**Social Rented Housing**” means housing provided by an Affordable Housing Provider for which guideline Target Rents are determined through the national rent regime (or if applicable any London variations or replacements) or such amended formula or regime published through the National or London regime from time to time. It may also (where

agreed in writing by the LPA) include units provided by other persons under equivalent rental arrangements as agreed with the LPA;

"Social Rented Units" means units of Social Rented Housing provided by an Affordable Housing Provider;

"Southern Affordable Housing" means Affordable Housing in the Southern Development (excluding any Whitefield Estate Replacement Units save where **paragraph 2.1.1(iii)** of **Schedule 2A** applies);

"Southern Affordable Housing Units" means Affordable Housing Units in the Southern Development (excluding any Whitefield Estate Replacement Units save where **paragraph 2.1.1(iii)** of **Schedule 2A** applies);

"Southern Development" means those parts of the Development comprising the majority of the Development located south of the A406 and associated works for roads, other ways bridges and Critical Infrastructure and other associated works and operational development forming part of the Development (whether located south of the A406 or otherwise) comprised in Phase 1 (South) Phase 2 (South) and Phases 3 to 7 the location of which are illustrated on the following plans:

- (a) within the areas south of the A406 shaded yellow on the attached "Northern / Southern Development" plan numbered 4 in **Schedule 8** to the S106 Agreement (including such parts of the Development as is indicated on the Indicative Phasing Parameter Plan) and which in relation to the Critical Infrastructure in in Phase 1A (South), Phase 1B (South) and Phase 1C is illustrated on Plans 9, 11 and 12 in **Schedule 8** to the S106 Agreement respectively; and
- (b) within the Clitterhouse Playing Fields shown cross hatched yellow and blue on Plan 4 in **Schedule 8** to the S106 Agreement,

except for the Clitterhouse Playing Fields Improvements (Part 1) the Claremont Park Improvements and the Replacement Whitefield Estate Units (Part 1) which are to be provided as part of the Northern Development;

"Southern Intermediate Housing" means Intermediate Housing in the Southern Development;

“Southern Primary Development” means Phase 1 (South);

“Southern Principal Open Spaces” means such Principal Open Spaces as are to be delivered by the developer of the Southern Development as Critical Infrastructure as part of the Southern Development in accordance with **Paragraph 10 of Schedule 2**;

“Southern Social Rented Units” means Social Rented Units in the Southern Development;

“Spine Road North” means the new road to be provided as part of Phase 5 within the Station Quarter/Brent Terrace Zone shown on Parameter Plan 002, and in accordance with paragraphs 5.58 and 5.61 of the DSF and Section B2.2 of the Design Guidelines, with an illustrative route typology shown in Section B2.2.2, and as set out in the following plans:

- Parameter Plan 002;
- Illustrative Infrastructure Drawing Ref No 649 SK 00 326;

“Spine Road South” means the new road to be provided as part of Phase 5 within the Brent Terrace Zone shown on Parameter Plan 002, and in accordance with paragraphs 5.58 and 5.61 of the DSF and Section B2.2 of the Design Guidelines, with an illustrative route typology shown in Section B2.2.2, and as set out in the following plans:

- Parameter Plan 002;
- Illustrative Infrastructure Drawing Ref No 649 SK 00 326;

“Station Quarter Zone” means the Zone identified and marked the Station Quarter Zone on Parameter Plan 001 and the indicative layout of which Zone is shown on the Indicative Zonal Layout Parameter Plan 022;

“Station Square” means new Square of 0.87 ha to be provided as part of Phase 5 in accordance with the parameters and principles set out in (a) paragraphs 3.32, 5.54 and Table 5 of the DSF in the Station Quarter Zone in the approximate location marked “M1” on Parameter Plan 003 and the indicative layout showing how such square could be designed as part of the Station Quarter Zone in accordance with the parameters and principles approved under this Permission is shown on Indicative Zonal

Layout Parameter Plan 022 and section of the Design Guidelines B3.2 and with an illustrative space typology diagram shown in B3.2.5;

"Strategic Access Points" means those junctions for which full planning permission has been granted as part of this Permission as described in Section 3.2 of the DSF;

"Strategic Transport Network" means any or all of the following:

- (a) the Transport for London Road Network (such as the A406/A41 within or adjoining the Site);
- (b) the London Underground Northern Line;
- (c) Brent Cross Underground Station;
- (d) Transport Interchange T2 (Replacement Brent Cross Bus Station);
- (e) the existing Brent Cross Bus Station;
- (f) the Transport Interchange T1 (New Train Station and Transport Interchange);
- (g) other relevant:
 - (i) parts of the Transport for London Road Network;
 - (ii) bus, railway and underground stations; and
 - (iii) railway and underground lines,

as are designated from time to time after the date of this Permission as being within the strategic control of TfL in any Acts of Parliament, other legislation, statutory orders, statutory regulations, statutory instruments or other sub-ordinate legislation;

"Sturgess Park" means existing open space known as Sturgess Park and marked "NH4" on Parameter Plan 003;

"Sturgess Park Improvements" means improvement works to be carried out as part of Phase 1B (North) to Sturgess Park (which works

are to be within an area of 0.7 ha) in accordance with the parameters and principles set out in (a) paragraphs 5.7 and 5.17 and Table 5 of the DSF and (b) Section B3.2 of the Design Guidelines with an illustrative space typology diagram shown in B3.2.2 to include:

- a) Play areas;
- b) Seating areas;
- c) Gardens;
- d) Informal sports provision; and
- e) Nature areas;

“Sub-Market Rented Units” means homes for rent let at rents above Target Rents set in accordance with the Government requirements but substantially below the average open market rent for units of the relevant size within the borough of Barnet;

“Sub-Phase” means one of the following:

- a) Phase 1A (North);
- b) Phase 1A (South);
- c) Phase 1B (North);
- d) Phase 1B (South);
- e) Phase 1C;
- f) Phase 2 (North);
- g) Phase 2 (South); or
- h) such other part of a Phase as shall have been approved pursuant to Condition 4.2 of this Permission;

“Supplementary Transport Measures” means such additional transport mitigation works which:

- a) are not expressly specified and/or identified in the Transport Assessment or the Environmental Statement and are identified

and/or specified as being necessary as a result of the Development, the Northern Development or Southern Development (as the case may be) but that if the Supplementary Transport Measures are necessary as a result of both the Northern Development and Southern Development:

- (i) the developer of the Northern Development shall only be liable for the proportion of the Supplementary Transport Measures as is necessary, fairly and reasonably related to the Northern Development; and
 - (ii) the developer of the Southern Development shall only be liable for the proportion of the Supplementary Transport Measures as is necessary, fairly and reasonably related to the Southern Development;
- b) are directly, fairly and reasonably related to such development within the meaning of Regulation 122 of the Community Infrastructure Levy Regulations 2010 in the further reports assessments studies analysis or design work to be carried out after the date of this Permission in accordance with **paragraphs 3.2, 6, 7 and 12 of Schedule 3** to the S106 Agreement and the Matrix and Transport Reports Schedule;
- c) are reasonably required in order to mitigate the monitored or (if to be assessed in advance the likely) significant impacts of the Development, Northern Development or Southern Development (or any Phase or Sub-Phase of either) (as the case may be);
- d) in the case of **paragraphs 3.2.1 to 3.2.5 of Schedule 3** to the S106 Agreement, the Supplementary Transport Measures shall be limited to traffic management measures necessary to influence routeing or choice of mode of transport (such as signing, road markings, variable messaging and bus priority measures), which if they are physical measures shall be limited to those within the extent of public highway within the Site (including the A5 Corridor within the Site or within 400 metres of a Strategic Access Point), but excluding for the avoidance of doubt any construction works; and

- e) in the case of any other Supplementary Transport Measures provision (or the maximum costs for which the developer of the Northern Development or the Southern Development (as the case may be) could be liable pursuant to paragraphs **3.2.5, 6, 7** and **12** of **Schedule 3** to the S106 Agreement they must be identified and fixed for a Phase or Sub-Phase of the Northern Development or Southern Development (as the case may be) prior to the Commencement of the respective Phase or Sub-Phase of the Northern Development or Southern Development and in regard to Phase 1 (North) and Phase 2 (North) shall be determined under **paragraph 7** of **Schedule 3** to the S106 Agreement on the basis of the modelling scenarios described in paragraph **A2.7** of **Annex 5** of **Schedule 17** to the S106 Agreement and Capped Costs Principle;

"Sustainable Urban Drainage Scheme" means the sustainable drainage scheme in accordance with the relevant principles as set out and explained in the National Planning Policy Framework (March 2012) and/or any update thereof from time to time and the parameters and principles in paragraph 2.75 of the DSF to be approved in accordance with **Condition 1.27** of this Permission;

"Target Rents" means rents calculated in accordance with the formula set out in the documents entitled Housing Corporation Circular 27/01 "Implementing the Rent Restructuring Framework" and the "Guide to Social Rent Reforms in the Local Authority Sector" published by the Department of Environment, Transport and the Regions in March 2001 or such amended formula published by the GLA (if any) or otherwise by the Government from time to time and agreed by the developer of the Northern Development or Southern Development (as the case may be) and the LPA;

"Templehof Avenue" means the route to be provided as part of Phase 1A (North) (and being part of Item K9 on Plan 8 within **Schedule 8**) connecting Market Quarter and Brent Cross East Zones across Bridge Structure B1 (A406 Templehof Bridge) in accordance with the parameters and principles set out in (a) paragraphs 4.5 and 4.6, Appendix 2 and Appendix 7 of the DSF, (b) Section B2.2 of the Design Guidelines, with an

illustrative typology shown in Section 2.2.2 and as set out in the following plans:

- Parameter Plan 002;
- Illustrative Infrastructure Drawing Ref No 649 SK 00 326;

"Templehof Link Road" means the route to be provided as part of Phase 1A (North) (and being part of Item K9 on Plan 8 within **Schedule 8** to the S106 Agreement) connecting Claremont Avenue and Templehof Avenue within the Market Quarter Zone in accordance with paragraphs 4.5 and 4.6, Appendix 2 and Appendix 7 of the DSF, Section B2.2 of the Design Guidelines, with an illustrative typology shown in Section 2.2.2 and as set out in the following plans:

- Parameter Plan 002;
- Illustrative Infrastructure Drawing Ref No 649 SK 00 326;

"Temporary Health Centre" means temporary primary health care facility of 300 m² gross external floorspace to be provided in accordance with paragraph 2.31 of the DSF in the Market Quarter Zone;

"Temporary Landscaping" means landscaping or other Temporary Works as may be appropriate or reasonable to be provided during the construction phases for the amenity of local residents (where there is likely to be a period of at least 12 months between the Practical Completion of the relevant Site Engineering and Preparation Works and commencement of the relevant Plot Development) the details of such Temporary Landscaping to be approved pursuant to **Conditions 13.1, 14.1, 15.1, 16.1, 17.1, 18.1** and **19.1** of this Permission in respect of each Phase or Sub-Phase;

"Temporary Open Space" means non-permanent space provision made during the construction phases for the amenity of local residents pursuant to **Conditions 13.1, 14.1, 15.1, 16.1, 17.1, 18.1** and **19.1** of this Permission, including Clarefield Park Temporary Replacement Open Space;

"Temporary Works" means the Bus Station Temporary Relocated Facility, temporary bridges and temporary car parking required to facilitate and/or mitigate the Northern Development or Southern

Development the details of which are to be approved pursuant to **Conditions 13.1, 14.1, 15.1, 16.1, 17.1, 18.1 and 19.1** of this Permission and Provided that it is demonstrated that such temporary works are unlikely to have significant environmental impacts;

“Threshold Spaces” means the following spaces:

- (a) Fenwick Place of approximately 0.05ha to be provided in the approximate location marked "S8" on Parameter Plan 003;
- (b) Templehof Circus of approximately 0.03ha to be provided in the approximate location marked "S9" on Parameter Plan 003; and
- (c) Layfield Place of approximately 0.05ha to be provided in the approximate location marked "S10" on Parameter Plan 003;

“Tilling Road East Improvements” means the improvements to the existing Tilling Road east of the new Claremont Avenue as set out in the following plans:

- Parameter Plan 002;
- Illustrative Infrastructure Drawing Ref No 649 SK 00 326;

“Tilling Road West Realignment and Improvement Works (Part 1)” means the alterations to the existing Tilling Road west of the new Claremont Avenue up to the interface with the improved M1/A406/A5 junction but retaining the existing roundabout access to the existing Brent Cross Retail Park (which is located South of the A406 off Tilling Road) as set out in the following plans:

- Parameter Plan 002;
- Illustrative Infrastructure Drawing Ref No 649 SK 00 326;

“Tilling Road West Realignment and Improvement Works (Part 2)” means the second stage alterations to the existing Tilling Road to provide the final consented layout pursuant to this Permission and relevant Reserved Matters Approval as set out in the following plans:

- Parameter Plan 002;
- Illustrative Infrastructure Drawing Ref No 649 SK 00 326;

"Tower Square" means the new Tower Square of 0.51 ha to be provided as part of Phase 6 in accordance with the parameters and principles set out in (a) paragraph 5.54 and Table 5 of the DSF in the Station Quarter Zone in the approximate location marked "S6" on Parameter Plan 003 (in respect of which the indicative layout for illustrative purposes only showing how such square could be carried out as part of the Station Quarter Zone in accordance with the parameters and principles approved under this Permission is shown on Indicative Zonal Layout Parameter Plan 022) and (b) the Design and Access Statement and (c) Section B3.2 of the Design Guidelines and with the illustrative space typology shown in Section B3.2.5);

"Traffic Management Officer" (TMO) means the individual who will be appointed by the developer of the Northern Development (in relation to it) and the developer of the Southern Development (in relation to it) (who may be jointly appointed for both) whose primary role will be to oversee traffic management operations for the infrastructure and development works and to ensure that the impacts arising from construction traffic are mitigated in accordance with the Framework Travel Plan and Construction Transport Management Plan;

"Train Station Bridge" means the pedestrian bridge forming part of Transport Interchange T1 (New Train Station and Transport Interchange) to be approved as part of that new station and interchange under **Condition 17.1** of this Permission and which will provide access to the new station platforms in accordance with the parameters and principles set out in paragraphs 4.21 and 4.22 of the DSF and the following plans:

- Parameter Plan 002;
- Parameter Plan 013;

"Transport Assessment" means the documents listed as BXC05 in Table A in paragraph 1.16 of the DSF and comprising Volumes I to VI of the Transport Assessment (submitted in support of the Planning Application), as amended and updated by the Erratum Report;

"Transport Interchange T1 (New Train Station and Transport Interchange)" (including the Train Station Bridge and the new Station Square of 0.87 ha) to be provided in the Station Quarter Zone in

accordance with paragraphs 3.32, 4.21, 5.49, 5.54 and 5.57 and Table 5 of the DSF and in accordance with **Condition 17.1** of the this Permission and comprising up to 2,416 sq m associated floorspace in respect of the station building itself to be located in accordance with the parameters and principles shown as transport interchange T1 on Parameter Plans 002 and 013 (and adjacent to Station Square in the general vicinity of the location marked "M1" on Parameter Plan 003) (in respect of which an indicative layout showing how such interchange could be carried out as part of the Station Quarter Zone in accordance with the parameters and principles approved under this Permission is shown on Indicative Zonal Layout Parameter Plan 022). This is envisaged to include the following provision:

- a) 3 platform zones (comprising a total of 6 platforms) accessed via the Train Station Bridge;
- b) 2 double bus stands (comprising a total of 4 bus stands) which may be outside the Station Square site as indicated on Parameter Plan 013;
- c) 9 bus stops (consisting of 2 double north bound, 1 single south bound and 2 double south bound stops which may be outside the Station Square site as indicated on Parameter Plan 013);
- d) 2 rapid transit system stops (if the system is provided)_and/or other public transport bus stops;
- e) 30 motor cycle parking spaces;
- f) 100 bicycle stands;
- g) 15 taxi stands; and
- h) ten 20 minute parking spaces and 4 drop off parking spaces;

"Transport Interchange T2 (Replacement Brent Cross Bus Station)" means replacement bus station in accordance with paragraphs 3.30, 3.31 and 5.15 of the DSF and the Details of which shall be approved in accordance with **Condition 13.1** of this Permission to be located approximately in the location marked "T2" on Parameter Plan 002 in the Brent Cross East Zone to replace the existing Brent Cross bus

station and the indicative layout showing how such station could be carried out in accordance with the parameters and principles approved under this Permission is shown Indicative Zonal Layout Parameter Plan 027 and also the design principles and dimensions set out in **Schedule 6** of the S106 agreement;

"Transport Interchange T3 (Brent Cross Underground Station) Forecourt Works" means the following improvements to the forecourt of the existing Brent Cross underground station identified and marked "T3" on Parameter Plan 002 in accordance with paragraph 3.29 of the DSF shown indicatively on Parameter Plan 017 and in accordance with the design principles set out in Section B3.2 and the details of which shall be approved in accordance with **Condition 47.1** of this Permission, with an illustrative space typology shown in Section B3.2.4, of the Design Guidelines including (subject to the agreement of TfL):

- a) environmental enhancements;
- b) 0.15 Brent Cross LUL Square;
- c) creation of a shared surface providing a bus route;
- d) car access route and pedestrian routes;
- e) the relocation of two existing bus stops and 1 new rapid transit system stop (if the system is provided) and/or other public transport bus stops;
- f) taxi stands; and
- g) cycle motorcycle disabled and short stay parking and drop off areas;

"Transport Interchange T3 (Brent Cross Underground Station) Step Free Access Works" means the modifications to the internal circulation areas and stair cores of the existing Brent Cross underground station in accordance with paragraph 3.29 of the DSF and in accordance with **Condition 47.2** of this Permission, and identified and marked "T3" on Parameter Plan 002 to facilitate the provision of step free access via a mobility impaired person lift;

"Transport Interchange T4 (Cricklewood Station Interchange) Forecourt Works" means the following improvements in accordance with paragraph 3.28 and Table 5 of the DSF and the details of which shall be approved in accordance with **Condition 47.3** of this Permission, with respect to the forecourt at the existing Cricklewood railway station servicing the mainline railway identified and marked "T4" on Parameter Plan 002 shown indicatively on Parameter Plan 017 and in accordance with design principles set out in Section B3.2, with an illustrative space typology shown in Section B3.2.4 of the Design Guidelines (in respect of which the indicative layout showing how such improvements could be carried out in accordance with the parameters and principles approved under this Permission is shown Indicative Zonal Layout Parameter Plan 024):

- a) environmental enhancements;
- b) relocation of two existing bus stops;
- c) provision of 2 new rapid transit system stops adjacent to interchange (if the system is provided)_and/or other public transport bus stops;
- d) pedestrian route through the forecourt;
- e) cycle and motorcycle parking; and
- f) 0.16ha Cricklewood Station Square;

"Transport Interchange T4 (Cricklewood Station Interchange) Step Free Access Works" means the provision of step free access to all platforms via 3 mobility impaired person lifts from the existing access passageway / underpass in accordance with paragraphs 3.28 and 5.82 of the DSF and in accordance with **Condition 47.4** of this Permission, at the existing Cricklewood railway station servicing the mainland railway identified and marked "T4" on Parameter Plan 002 (in respect of which the indicative layout showing one way such works could be carried out in accordance with the parameters and principles approved under this Permission is shown on Indicative Zonal Layout Parameter Plan 024);

"Transport Network" means all roads, junctions, public transport interchanges and services, and cycle and pedestrian routes insofar as

they are relevant to the assessments and arrangements described in the Matrix and Transport Reports Schedule and/or described in the Transport Assessment and/or to be assessed and considered in the Transport Report(s) in accordance with the relevant approved Transport Report Scope and Specification;

“Transport Report” means (as the context requires) any relevant Phase Transport Report or Reserved Matters Transport Report or (for the purposes of **Conditions 37.1** and **37.9** of this Permission) Further Transport Report and “Transport Reports” shall mean more than one of any such reports as the case may require the general scope for which is set out in the Matrix and Transport Reports Schedule and the specific scope and specification of which shall be as approved in the Transport Report Scope and Specification Approval;

“Transport Report Scope and Specification Approval” means the Scope and Specification approval granted under **Condition 37.1** of this Permission by the LPA in consultation with TfL (and where appropriate the Highways Agency) or on appeal in respect of the relevant Transport Report as the basis on which such Transport Report shall be prepared in accordance with **Condition 37** of this Permission;

“Transport Strategy Group” means the Transport Strategy Group to be established and operated in accordance with the arrangements set out in **Schedule 3** and the TSG Terms of Reference contained in **Schedule 10**;

“Travel Plan” means an Individual Travel Plan for the Northern Development, Southern Development and / or any part of either of them (as explained in the Framework Travel Plan) which has been submitted to and approved in accordance with **Condition 39.3 to 39.5** of this Permission and which is in accordance with the Framework Travel Plan (as updated and approved from time to time in accordance with **Condition 2.6** of this Permission and the S106 Agreement);

“TSG Terms of Reference” means the terms of reference contained in **Schedule 10** to the S106 Agreement and/or such amended modified terms of reference as may be agreed by the LPA and TfL from time to time for the purposes of conducting the business of the Transport Strategy Group in accordance with the S106 Agreement;

"UDP 2006" means the Barnet Unitary Development Plan adopted in 2006 if and to the extent that its policies have been saved by the Secretary of State;

"Ung geared IRR" means the un geared internal rate of return forecasted within the Affordable Housing Viability Testing Report;

"Universal Benefits Cap" means the universal benefits cap as prescribed under section 96 of the Welfare Reform Act 2012 and the Universal Credit Regulations 2013 (or such replacement legislation or regulations as may replace them and provide for a cap on benefits.)"

"Vacuum Waste Collection System" means the underground waste collection system linked to the Waste Handling Facility and to be provided as part of the Development in accordance with the parameters and principles contained in the DSF if it is shown to be Feasible in the VWCS Feasibility Study and the relevant Details approved under **Conditions 2.1** and **41** of this Permission;

"VWCS Feasibility Study" means the feasibility study to be carried out and submitted and approved under **Condition 1.24** of this Permission;

"Water Use Principles" means those principles set out in Section 2 of the DSF, specifically paragraph 2.71;

"Waste Handling Facility" (WHF) means the facility for handling waste in the Southern Development to be provided as Critical Infrastructure in accordance with the Details to be approved under **Condition 41** of this Permission and **paragraph 17** of **Schedule 2** of the S106 Agreement and with the parameters and principles contained in paragraphs 2.19 and 2.55 – 2.57, and Table 8, and Appendix 15 of the DSF and Parameter Plan 018 including mechanical recycling facilities and which is to be located in the general vicinity of Plot 63 within the Railway Lands Zone and within a building of up to 24,619 m² gross external floorspace (or such larger building as may be approved in a Further Section 73 Permission or a new planning permission) to replace the existing Hendon Waste Transfer Station;

"Waste Handling Facility Rail Sidings and Gantry Crane" means the rail sidings and gantry crane forming part of the Waste Handling Facility to be constructed and delivered within the parameters and principles

contained in paragraphs 2.19 and 2.55 – 2.57, Table 8 and Appendix 15 of the DSF and Parameter Plan 018;

"Wayfinding Strategy" means a strategy to be submitted and approved under **condition 1.26** of this Permission for signposting all the links covered in the Area Wide Walking and Cycling Study reasonably related to the Development in terms of points of departure or arrival by public transport or major local attractors including employment leisure and open spaces within and/or that serve the Site and/or that enable people to change between transport modes more easily having regard to the TfL pilots for the Legible London project;

"Western Brent Riverside Park" means that part of the new Brent Riverside Park located directly adjacent to the realigned River Brent between the north eastern edge of the M1 slip road located at the junction of the M1 / A406 North Circular and the western roundabout on the realigned Prince Charles Drive in the approximate location of the area shown hatched green on Parameter Plan 011 in the Brent Cross West Zone (and generally coextensive with the Western River Brent Alteration and Diversion Works) to be constructed and provided in accordance with (a) the parameters and principles set out in paragraphs 3.24 and 5.26 and Table 5 of the DSF and Parameter Plan 011 and the indicative layout on Parameter Plan 028 (showing how this part of the park could be carried out as part of the Brent Cross West Zone in accordance with the parameters and principles approved under this Permission) and (b) as part of Phase 1B (North) in accordance with the Primary Development Delivery Programme pursuant to the Overarching Delivery Obligations;

"Western River Brent Alteration and Diversion Works" means that part of the alteration and diversion works to the River Brent to be carried out in accordance with paragraphs 3.24 – 3.26 and 5.7 and Table 5 as well as Paragraphs 16-23 of Section 011 of Appendix 2 of the DSF between the north eastern edge of the M1 slip road located at the junction of the M1 / A406 North Circular and the western roundabout on the realigned Prince Charles Drive located in the Brent Cross West Zone in the approximate location of the area shown as "Reach 3" on Parameter Plan 011 (including for the avoidance of doubt the works associated with the creation of the River Brent Nature Park (NP4)) (and the indicative layout showing how such works could be carried out as part of the Brent

Cross East and Brent Cross West Zones in accordance with the parameters and principles approved under this Permission is shown on Indicative Zonal Layout Parameter Plan 028);

"Wetland Area" means the area of backwaters and wetland scrape (forming part of the Eastern Brent Riverside Park to be provided as part of Phase 1B (North)) to the southeast of the Brent Cross Shopping Centre in close proximity to the eastern internal roundabout and which consists of a small depression in the ground where the water table is at or near the surface or where shallow water covers the land. The wetland area will encourage invertebrates, as well as amphibians and water fowl, and comprise appropriate vegetation/landscaping. The Wetland Area will be included in the Eastern River Brent Alteration and Diversion Works to be approved under **Condition 13.1** of this Permission in accordance with the parameters and principles contained in paragraph 12.5.4 of the Environmental Statement and to be carried out in accordance with **Condition 27.10** of this Permission;

"Wheelchair Accessible Homes" means housing forming part of the Affordable Housing that:

- (i) meets the Wheelchair Accessibility Standards or such other standards required under this Permission (including in respect of amendments) or agreed in writing with the LPA under the S106 Agreement or approved under this Permission from time to time; or
- (ii) is easily adaptable at a reasonable cost for residents who are wheelchair users;

"Wheelchair Accessibility Standards" means Wheelchair Accessibility Standards set out in the Appendix to **Schedule 13** to the S106 Agreement;

"Whitefield Avenue" means a new road to be constructed from the new A41 Junction to Tilling Road in accordance with the parameters and principles set out in paragraphs 5.37 and 5.42 of the DSF and the Design and Access Statement (including Section B2.2, and the illustrative route typology shown on Section B2.3.2 of the Design Guidelines) and in the following plans:

- Parameter Plan 002;
- Illustrative Infrastructure Drawing Ref No 649 SK 00 326;

“Whitefield Estate Existing Units (Part 1)” means the existing Whitefield Estate units and sheltered housing units in the Rosa Freedman Centre listed in **Table 1** of **Schedule 24** to the S106 Agreement as being affected by the Critical Infrastructure (Phase 1A (North));

“Whitefield Estate Existing Units (Part 2)” means the existing Whitefield Estate units listed in **Table 2** of **Schedule 24** to the S106 Agreement as being affected by the Phase 1 (South) works including the Critical Infrastructure (Phase 1 (South));

“Whitefield Estate Replacement Units” means the Whitefield Estate Replacement Units (Part 1) and Whitefield Estate Replacement Units (Part 2) to replace the existing 217 units in the Whitefield Estate and sheltered housing in the Rosa Freedman Centre and which are to be made available to residents relocating from the said units in accordance with **Condition 1.10** of this Permission, **paragraph 1** of **Schedule 2** and **Schedule 2A** to the Section 106 Agreement or (in respect of any such units not taken by relocating residents) to be made available as and occupied by those in Housing Need in accordance with **paragraphs 2.1.1** and **3.1.3** of **Schedule 2A** to the Section 106 Agreement;;

“Whitefield Estate Replacement Units (Part 1)” means 85 (eighty five) Whitefield Estate Replacement Units consisting of:

- (a) 60 Whitefield Estate Replacement Units which are to be Delivered in Phase 1A (North) or (if approved by the LPA) in another part of the Site or off-site in the vicinity of the Site pursuant to the Residential Relocation Strategy for the purposes of re-housing the residents of the Whitefield Estate Existing Units (Part 1) and which replacement units shall be provided to an Occupation Finish Standard before the developer of the Northern Development shall be entitled to construct the relevant parts of Phase 1A (North) and such replacement units shall be provided on an equivalent floorspace basis in accordance with (a) the parameters and principles contained in the DSF at paragraphs 2.91-2.93 and (b) in accordance with Condition 1.10 of this Permission ,paragraph 1 of Schedule 2, Schedule 2A and Parts II and III of Schedule 24 to the S106 Agreement; and

- (b) 25 extra care units required to replace the sheltered housing units in the Rosa Freedman Centre which:
- (i) are to be Delivered in Phase 1A (North) or (if approved by the LPA) in another part of the Site or off-site in the vicinity of the Site pursuant to the Residential Relocation Strategy for the purposes of re-housing the residents of the Whitefield Estate Existing Units (Part 1) and which replacement units shall be provided to an Occupation Finish Standard before the developer of the Northern Development shall be entitled to construct the relevant parts of Phase 1A (North) and such replacement units shall be provided on an equivalent floorspace basis in accordance with (a) the parameters and principles contained in the DSF at paragraphs 2.91-2.93 and (b) in accordance with Condition 1.10 of this Permission , paragraph 1 of Schedule 2, Schedule 2A and Parts II and III of Schedule 24 to the S106 Agreement; OR
 - (ii) if it is agreed between the developer of the Northern Development, the LPA and the Council that a commuted sum is to be paid in lieu of the physical provision by the developer of the Northern Development of the said units in Phase 1A (North) may be "Delivered" through the payment of the requisite Affordable Housing Commuted Sum in accordance with paragraph 3.1.3A of Schedule 2A to the S106 Agreement;"

“Whitefield Estate Replacement Units (Part 2)” means 132 Whitefield Estate Replacement Units to be Delivered in Phase 1B (South) pursuant to the Residential Relocation Strategy for the purposes of re-housing the residents of the Whitefield Estate Existing Units (Part 2) and which replacement units shall be provided to an Occupation Finish Standard and any remaining assisted living units in the Rosa Freedman Centre that are not part of the Whitefield Estate Replacement Units (Part 1) and such replacement units shall be provided on an equivalent floorspace basis in accordance with the parameters and principles contained in (a) the DSF at paragraphs 2.91-2.93 and (b) in accordance with **Condition 1.10** of this Permission and **paragraph 1** of **Schedule 2**

to the S106 Agreement and **Parts II** and **III** of **Schedule 24** to the S106 Agreement ;

"Whitefield Square" means new Whitefield Square of 0.13 ha to be provided as part of Phase 2 (South) in accordance with the parameters and principles set out in (a) paragraph 5.44 and Table 5 of the DSF in the Eastern Lands Zone in the approximate location marked "S7" on Parameter Plan 003 (in respect of which the indicative layout showing how such square could be carried out as part of the Eastern Lands Zone in accordance with the parameters and principles approved under this Permission as shown on Indicative Zonal Layout Parameter Plan 021) and (b) in the Design and Access Statement and (c) Section B3.2 of the Design Guidelines and the illustrative route typology shown on Section B3.2.5);

"Whitefield Street" means a new east/west road to be constructed within the Eastern Lands Zone in accordance with (a) the parameters and principles contained in paragraph 5.37 of the DSF and (b) the Design and Access Statement and (c) Section B2.2 of the Design Guidelines and the illustrative route typology shown on Section B2.2.1) and as set out in the following plans:

- Parameter Plan 002;
- Illustrative Infrastructure Drawing Ref No 649 SK 00 326;

"Zonal Floorspace Schedule" means the schedule forming Appendix 5 to the DSF;

"Zones" means any two or more of the following Zones in the Development:

- (a) Brent Cross West Zone;
- (b) Brent Cross East Zone;
- (c) Station Quarter Zone;
- (d) Market Quarter Zone;
- (e) Eastern Lands Zone;
- (f) Brent Terrace Zone;

(g) Clitterhouse Playing Fields Zone;

(h) Railway Lands Zone;

(i) Cricklewood Lane Zone,

and the term "**Zone**" and "**Zonal**" shall be construed accordingly and (as an aid to interpreting this Permission and not further or otherwise) Plan 7 in **Schedule 8** to the S106 Agreement shows for indicative purposes only the Phases as identified at the date when this Permission was originally issued on the Indicative Phasing Parameter Plan in the context of the Zones as currently identified on Parameter Plan 001;

Date of Decision: 23 July 2014

Signed:



Martin Cowie

Assistant Director – Strategic Planning, Regeneration and Transport

NOTE(S):-

1. Your attention is drawn to the attached Schedule which sets out the rights of an applicant who is aggrieved by a decision of the Local Planning Authority.
2. This Notice relates solely to a planning decision and does not purport to convey any approval or consent which may be required under the Building Regulations or any other statutory purpose.

For more information about making a Building Regulations application, please contact the Barnet Council Building Control team by email: Building.control@barnet.gov.uk, telephone: 020 8359 4500, or see our website at www.barnet.gov.uk/building-control.

DO NOT SCALE FOR CONSTRUCTION

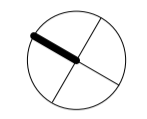
THE CONTRACTOR IS TO CHECK AND VERIFY ALL BUILDING AND SITE DIMENSIONS, LEVELS AND SEWER INVERT LEVELS AT CONNECTION POINTS BEFORE WORK STARTS.

THIS DRAWING IS TO BE READ AND CHECKED IN CONJUNCTION WITH ENGINEERS AND OTHER SPECIALIST DRAWINGS.

THE DRAWING AND THE WORKS DEPICTED ARE THE COPYRIGHT OF HAWORTH TOMPKINS LTD AND MAY NOT BE REPRODUCED EXCEPT BY WRITTEN PERMISSION.

NOTES

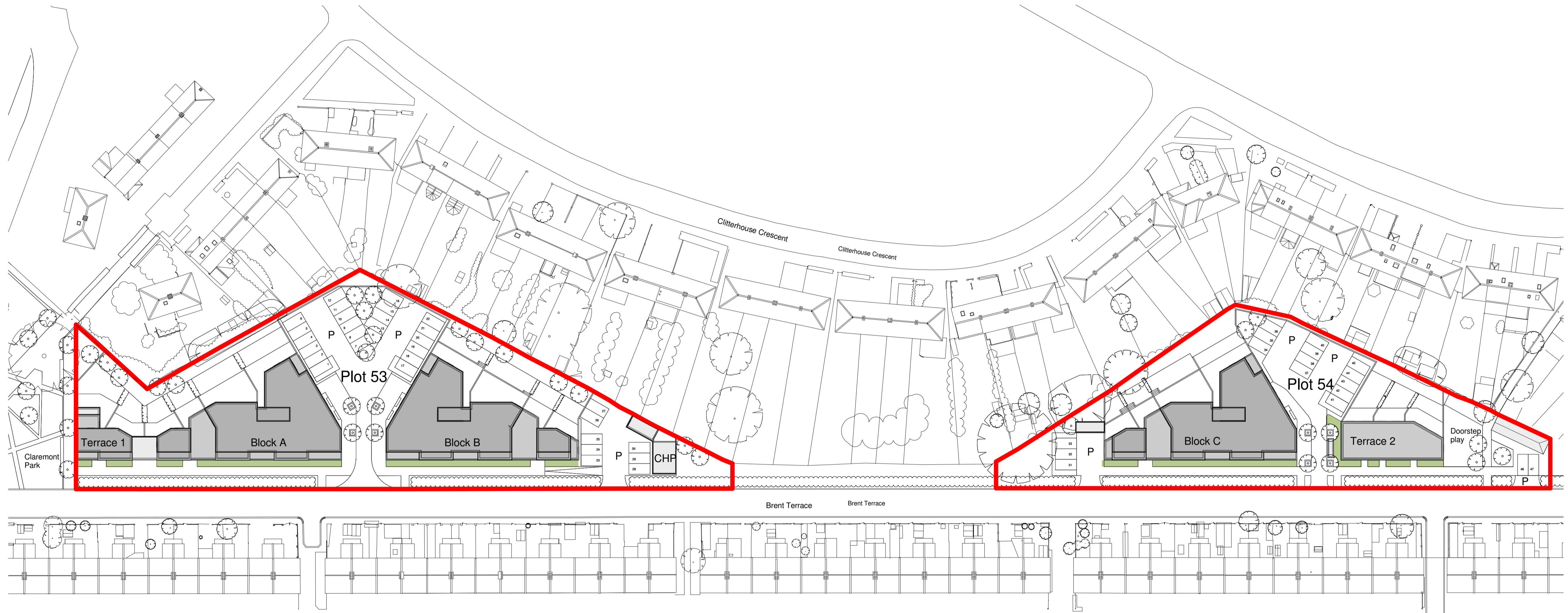
TO BE READ IN CONJUNCTION WITH GA PLANS, SECTIONS AND ELEVATIONS.



Material Key:

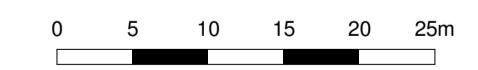
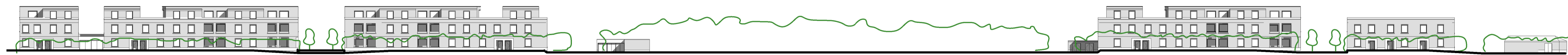
- 1) High quality variegated red brown brick to be approved by Architect. Allow for coloured mortar. Allow for cut and bonded brick specials at corners. Allow for brick specials at copings.
- 2) Double glazed composite window. White PPC aluminium external, timber internal.
- 3) Secured by design rated solid core timber door.
- 4) Reconstituted portland stone mild etch to cills, lintels, around entrances, balustrades and copings.
- 5) Biodiverse roof.
- 6) Concrete pavers to balconies.
- 7) Metal framed, double glazed communal entrance door.
- 8) Metal Framed Secured by design rated, Perforated metal Bin and Bike store Doors
- 9) Secure Gate to postbox lobby
- 10) Planted Balcony Screens

Note: Refer to Landscape Architects drawings for information on hard and soft landscaped areas surrounding proposed residential buildings



Site Plan Proposed

1 : 500



Brent Terrace Plot 53 and 54 Elevation

1 : 500

REV	DATE	DESCRIPTION
A	16.03.05	Amended Planning Issue
	26.01.15	Planning Issue

33 Greenwood Place
London NW5 1LB
T +44 (0)20 7250 3225
W www.haworthtompkins.com



JOB Phase 1A(North) Plots 53 & 54

DRG

Proposed Site Plan

DRG No HT-1413 P-02 REV A

SCALE 1 : 500@A1 DATE 20/01/2015

DRAWN BY HT INSPECTED BY CF

DRAWING STATUS Planning

LONDON BOROUGH OF BARNET

NOTICE OF PUBLIC PATH ORDER TOWN AND COUNTRY PLANNING ACT 1990, SECTION 257 AND PARAGRAPH 1 OF SCHEDULE 14

BRENT CROSS CRICKLEWOOD REGENERATION PHASE 1A NORTH (PLOT 53 AND PLOT 54 BRENT TERRACE SOUTH) STOPPING UP ORDER 2019

The above order was made on 11th September 2019. The effect of the order will be to stop up the following public footpaths:

- the public footpath as shown by a bold black line on the attached map with reference BXCR-ACM-BT-HW-SK-CE-00002 Rev P02 running from Brent Terrace to Clitterhouse Crescent; and
- the public footpath as shown by a bold black line on the attached map with reference BXCR-ACM-BT-HW-SK-CE-00003 Rev P01 running broadly parallel to Brent Terrace between a playground at the centre of development Plot 54 and a public footpath towards the south of the development plot.

A copy of the order and the order maps may be seen free of charge at Main Reception, 2 Bristol Avenue, Colindale, London NW9 4EW from 9:00am to 4:30pm Monday to Friday for a period of 28 days commencing on 12th September 2019. Copies of the order and map may be obtained free of charge.

Any representation about or objection to the order may be sent or delivered in writing addressed to Richard Pelham, London Borough of Barnet, 2 Bristol Avenue, Colindale, London NW9 4EW not later than 10th October 2019. Please state the grounds on which it is made.

If no such representations or objections are duly made, or if any so made are withdrawn, the Council may itself confirm the order as an unopposed order. If the order is sent to the Secretary of State for confirmation any representations or objections which have not been withdrawn will be sent with the order.

Dated: 12th September 2019

**Jamie Blake, Strategic Director for
Environment On behalf of the London
Borough of Barnet**



Plot 53 – Notice Location 1 Footpath at Brent Terrace South access



Plot 53 – Notice Location 1 Footpath at Brent Terrace South access



Plot 53 – Notice Location 2 Footpath intersection at Clitterhouse Crescent access



Plot 53 – Notice Location 3 No 70 Clitterhouse Crescent



Plot 53 – Notice Location 4 No 44 Clitterhouse Crescent



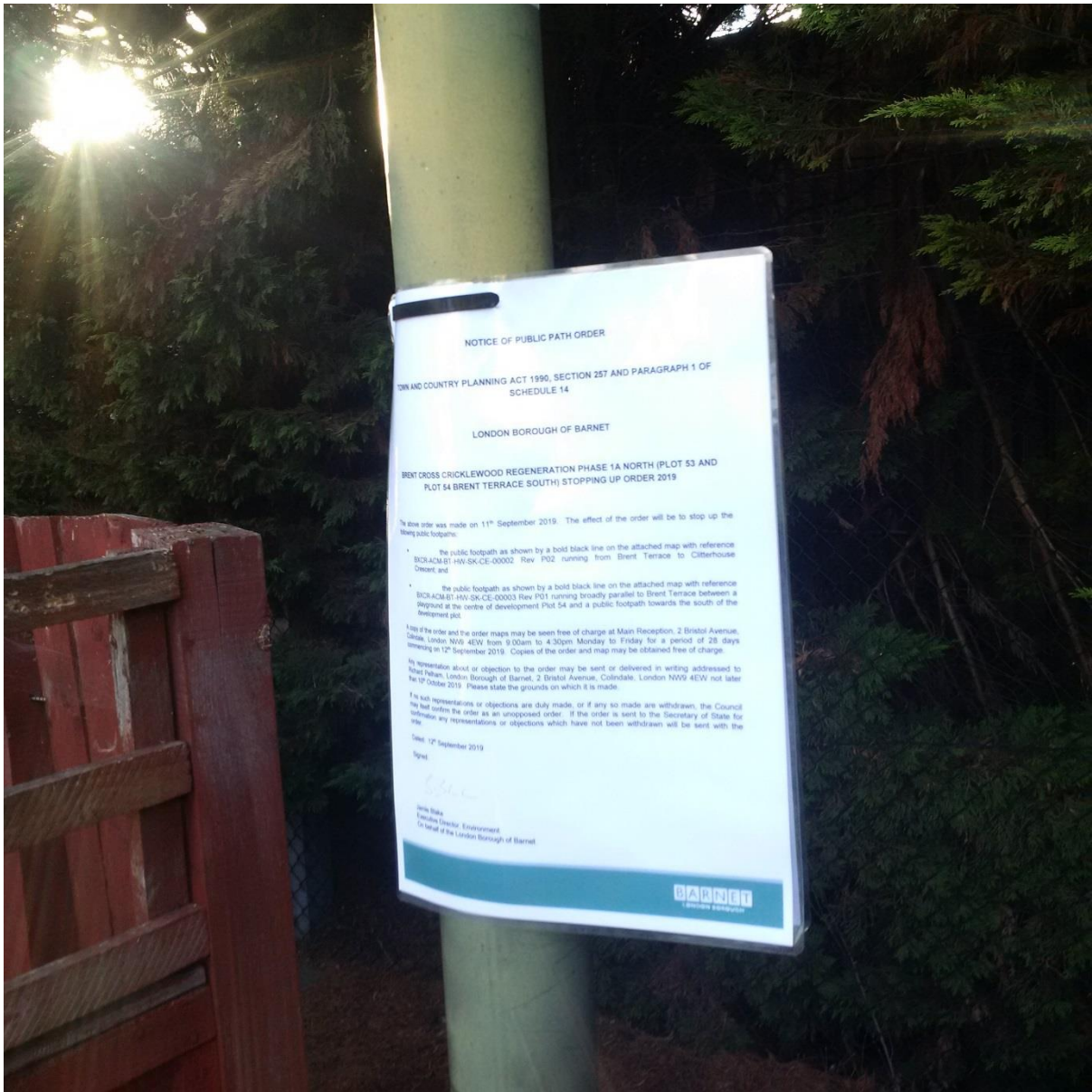
Plot 53 – Notice Location 4 No 44 Clitterhouse Crescent



Plot 53 – Notice Location 5 Footpath access north of Brent Terrace South



Plot 53 – Notice Location 6 No 105 Brent Terrace South



Plot 53 – Notice Location 6 No 105 Brent Terrace South



Plot 53 – Notice Location 7 No 92 Brent Terrace South



Plot 54 – Notice Location 1 No 64 Brent Terrace South



Plot 54 – Notice Location 2 No 48 Brent Terrace South



Plot 54 – Notice Location 3 No 44 Brent Terrace South



Plot 54 – Notice Location 4 Footpath from Brent Terrace South to Clitterhouse Road



Plot 54 – Notice Location 5 Footpath from Brent Terrace South to Clitterhouse Road



Plot 54 – Notice Location 5 Footpath from Brent Terrace South to Clitterhouse Road



Plot 54 – Notice Location 6 end of Footpath Clitterhouse Road



Plot 54 – Notice Location 7 No 83 Clitterhouse Road



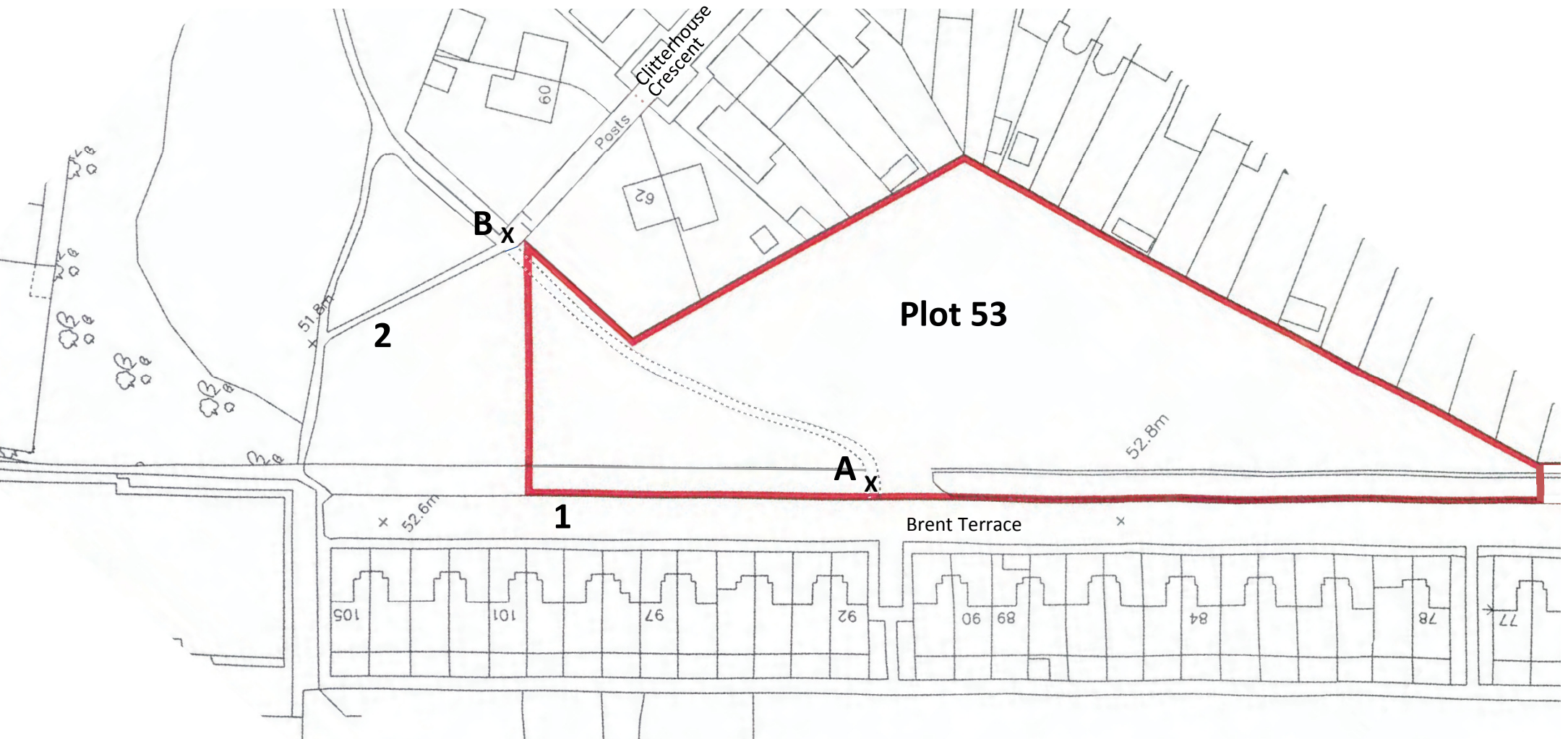
Plot 54 – Notice Location 8 Clitterhouse Road junction with Claremont Road







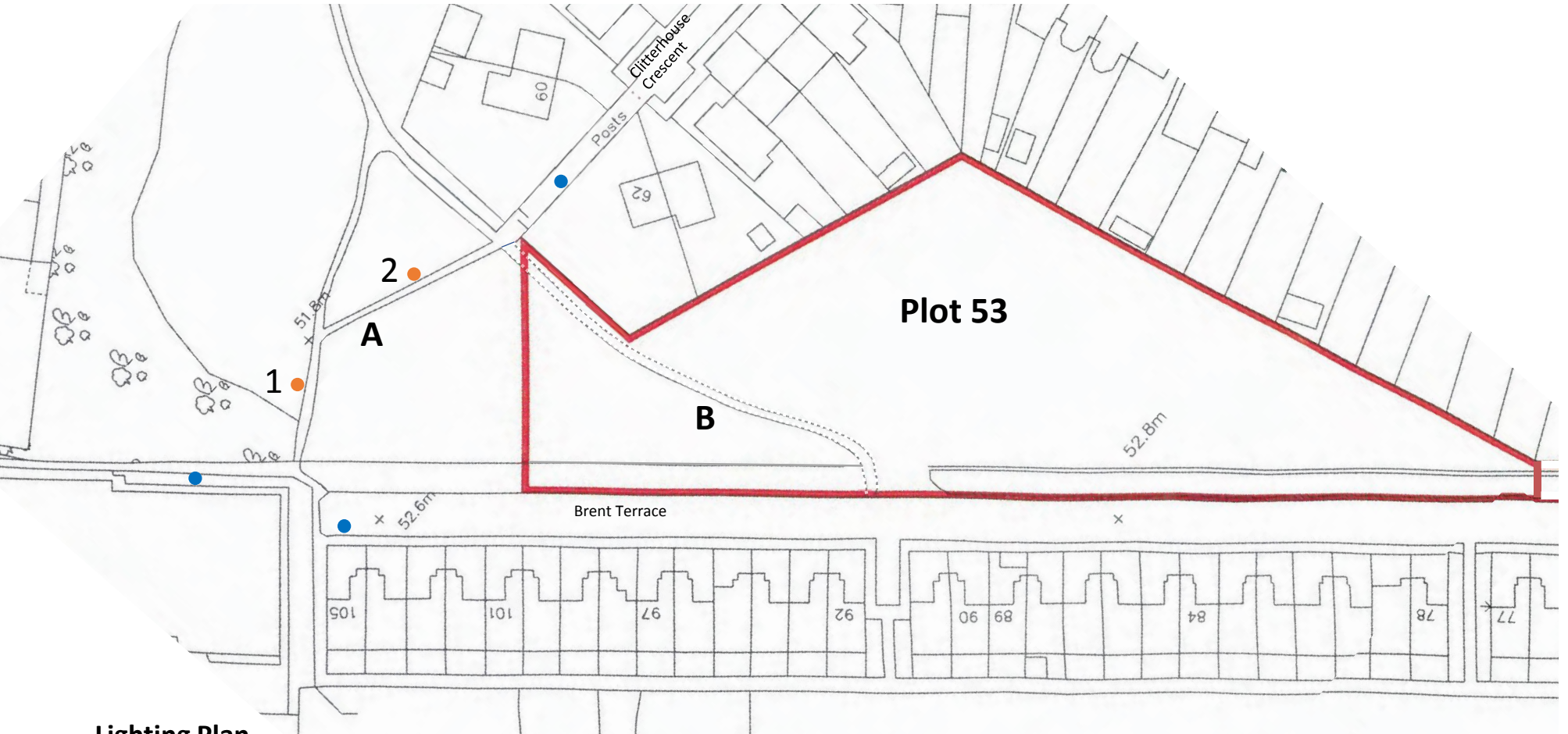




Existing Alternative Route

Plan showing an existing alternative route (Sections 1 and 2) connecting Point "A" Brent Terrace to Point "B" Clitterhouse Crescent.

Section "1" includes the existing roadway for cyclists and existing footpath on the West side of Brent Terrace providing an alternative route from point "A" which connects to Section "2" an existing shared pedestrian and cycle path to Point "B". This shared path is to be improved and provided with additional lighting prior to the closure of the existing path across Plot 53



Lighting Plan

Plan showing the location of new lighting columns (1 & 2) to improve the existing path from Brent Terrace to Clitterhouse Terrace (A) which is an alternative to the existing path from Brent Terrace to Clitterhouse Crescent across Plot 53 (B). This path will be extinguished when the plot is developed to provide housing in accordance with the planning consent (15/00720/RMA) pursuant to the Section 73 consent for the comprehensive mixed-use redevelopment of the Brent Cross Cricklewood regeneration area (F/04687/13)

New Lighting Column ●
Existing Lighting Column ●



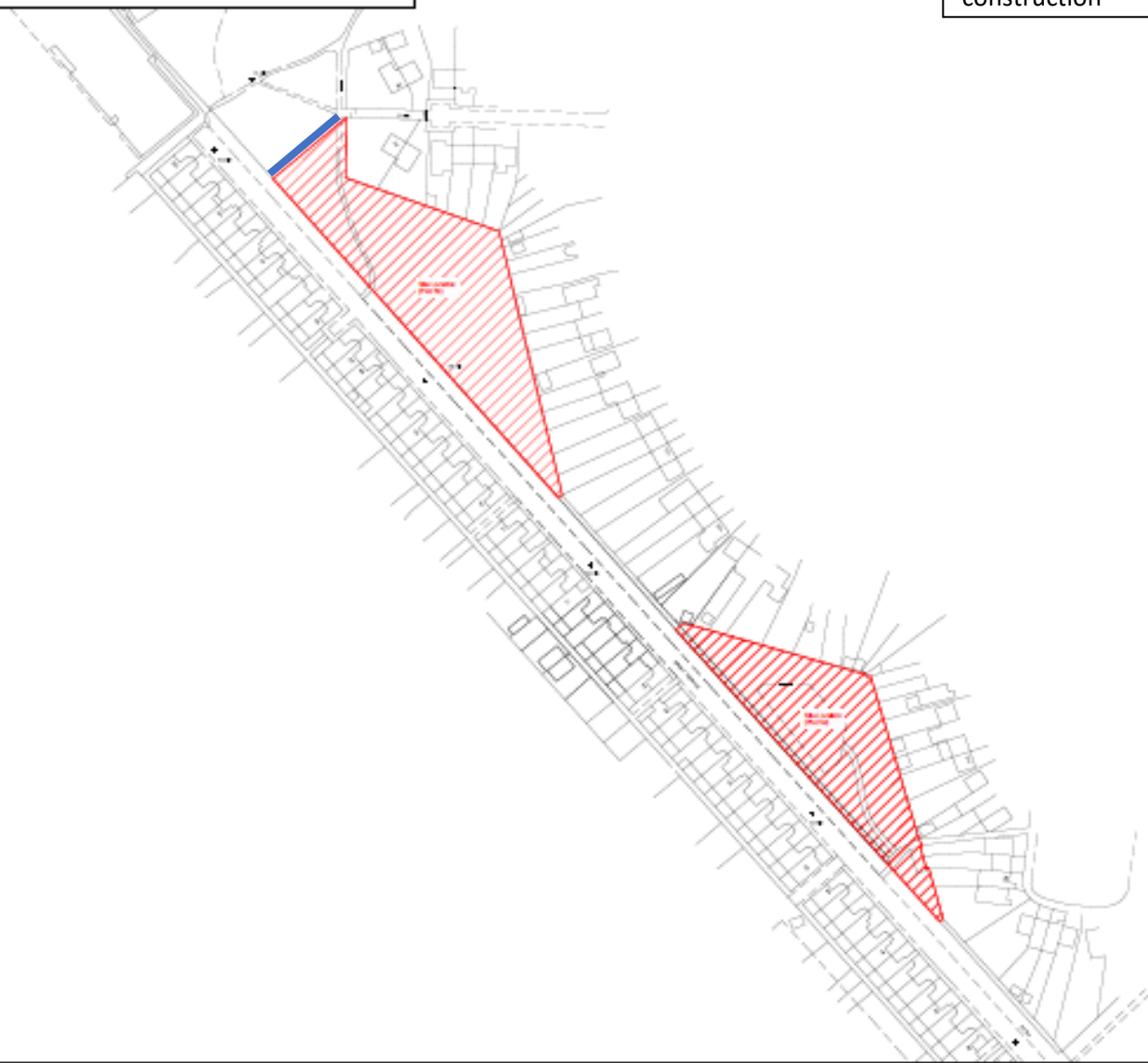








Temporary path during construction



NOTES
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