

London Gateway Logistics Park Local Development Order 1.5

HEADS OF TERMS for a
s106 AGREEMENT relating to PROPOSED LDO 1.5



February 2024

1. **HISTORIC PLANNING POSITION**

- 1.1 Agreement that the Logistics Park is not to be (further) developed under the Outline Planning Consent (OPC) (with subsequent variations) once LDO1.5 has been made and come into force.
- 1.2 Cancellation of the s106 agreement relating to the OPC (original and deeds of variation).
- 1.3 The original LDO, and section 106 agreement entered into 05 November 2013 (amended by the Deed of Variation dated 3 December 2020), expired on 07 November 2023.
- 1.4 The s106 agreement under LDO1.5 to include all provisions of the 2013 s106 agreement (as amended).
- 1.5 Confirmation that the inclusion of provisions of the 2013 s106 agreement (as amended) in this s106 agreement does not constitute a new obligation where such Obligations have already been discharged.
- 1.6 It is intended by TBC and LG that the provisions of this s106 agreement will be further revised and updated as part of proposed LDO2.0.

2. **GENERAL PROVISIONS**

- 2.1 Planning obligations fall away if the LDO 1.5 expires before implementation, or is revoked, quashed or modified without agreement.
- 2.2 Parties to act in good faith.

3. **PLANNING OBLIGATION**

- 3.1 Agreement is an obligation under s106 of the Town and Country Planning Act 1990.
- 3.2 Obligations relate to the Logistics Park as defined.
- 3.3 Obligations on London Gateway Freehold Limited and London Gateway Leasehold Limited jointly and severally, as 'owners' for the purposes of s106.
- 3.4 Obligations insofar as owner of land/interests with Logistics Park – no liability after disposal (except for antecedent breach).

4. **COMMENCEMENT**

- 4.1 Conditional upon implementation of the Development.
- 4.2 Contemporaneous with the coming into force of LDO1.5.
- 4.3 Otherwise, with Implementation Date (of Development).

5. **LONDON GATEWAY COVENANTS**

Only the ongoing obligations and those not fully discharged from the 2013 s106 agreement, and amended obligations, are listed here.

- 5.1 Highway Improvements:

5.1.1 amendments to clause 4.3 of Schedule 2 of the 2013 s106 agreement to confirm that:

- (a) monies paid under this clause are not repayable under clause 9.2 of the 2013 s106 agreement, but will have to be repaid if not expended (or not committed for the objectives or purposes as set out in the s106) by TBC with accrued interest on the 10th anniversary of the date of this s106 agreement; and
- (b) the sum is to be used for local highway-related improvements *which in TBC's reasonable opinion would mitigate the impacts to the highway network* arising as a result of the Development [additional drafting in italics]; and

5.1.2 use best endeavours to agree with National Highways a programme for implementation of the scheme of mitigation for Junction 30 of the M25, as identified in the Transport Assessment, and implement according to that programme; or, if National Highways confirms the scheme of mitigation is not suitable, design an alternative scheme, agree the programme for implementation, and implement according to that programme;

5.1.3 A13 Fourth Contribution (payable in the event Flow Triggers are met);

5.1.4 Low Noise Surfacing Contribution (payable within 30 days of receipt of an invoice); and

5.1.5 provisions to prevent any future occupation of development on the Logistics Park site where the above improvements are not completed in accordance with the triggers set out.

5.2 Implementation of and compliance with the Travel Plan (with associated mechanisms for payments, monitoring and approval), on same terms as Appendix 4 of the Deed of Variation.

5.3 Implementation of Ecological Mitigation and Management Plan (EMMP) mitigation, monitoring and management requirements.

5.4 Provision of Land for Permanent Training Facility (no changes to existing Option to Purchase).

5.5 Employment Learning & Skills – Social Value Framework.

5.6 Compliance with TBC's monitoring requirements in relation to:

5.6.1 Traffic Monitoring and compliance with the Traffic Plan;

5.6.2 LDO Monitoring Information (i.e. jobs, floorspace, car use, lorry parking etc.); and

5.6.3 Compliance with the EMMP.

5.7 Payment of an annual Monitoring Contribution of £10,000 for the duration of the monitoring requirements.

5.8 Recognition that London Gateway are not obliged to pay twice for matters covered both under this s106 and any s106 (or other arrangements) relating to the Port.

6. **THURROCK BOROUGH COUNCIL COVENANTS**

6.1 Use of the Training Facility.

6.2 Thurrock Borough Council to use reasonable endeavours to ensure mitigation measures, particularly highway improvements, are delivered as promptly as possible once any payments by London Gateway under the agreement are received.

6.3 Obligation to repay monies not expended or not committed for the objectives or purposes as set out in the s106 by the 10th anniversary of the date of this agreement, with accrued interest.

7. **COMMUNITY INFRASTRUCTURE LEVY (CIL)**

7.1 Transitional provisions to reflect implementation of CIL.

8. **BOILERPLATE**

8.1 Notices

8.2 Local Land Charge

8.3 Arbitration: London Court of International Arbitration

8.4 Costs: London Gateway to pay TBC's costs in connection with the agreement.

8.5 Indexation of Payment Amounts: RPI

8.6 VAT