

DATED 27 June 2018

SEGRO (HAYES) LIMITED (1)

and

BDW TRADING LIMITED (2)

and

THE LONDON BOROUGH OF HILLINGDON (3)

DEED OF AGREEMENT

Pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended)

Relating to the Former Nestle Factory Site, Hayes, Hillingdon

s106 Engrossment version - 19
~ 4143-6583-3236
v.1 docxMinerva House
5 Montague Close
London SE1 9BB
DX: 156810 London Bridge 5

T 020 7593 5000
F 020 7593 5099
www.wslaw.co.uk

**Winckworth
Sherwood**

Solicitors and
Parliamentary Agents

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THIS DEED is made the

day of

2018

BETWEEN:

- (1) **SEGRO (HAYES) LIMITED** (incorporated and registered in England and Wales under company registration number 09732093), the registered office of which is at Cunard House, 15 Regent Street, London SW1Y 4LR ("**the Owner**")
- (2) **BDW TRADING LIMITED** (Company Registration Number 03018173) whose registered office is situated at Barratt House, Cartwright Way, Forest Business Park, Bardon Hill, Coalville, Leicester LE67 1UF ("**BDW**")
- (3) **THE LONDON BOROUGH OF HILLINGDON** of the Civic Centre, High Street, Uxbridge, Middlesex, UB8 1UW ("**the Council**")

WHEREAS:

- (A) The Council is the local planning authority for the purposes of the 1990 Act for the area within which the Property is situated and by whom the obligations contained in this Deed are enforceable
- (B) The Owner is the registered proprietor of the Residential Land and the Industrial Land which together form the Property and the Owner is registered at HM Land Registry under title numbers MX348720, NGL169635 and AGL32414 as the proprietor of the Property with title absolute
- (C) BDW has an equitable interest in the Residential Land by reason of a sale and purchase agreement entered into on 2 February 2016 and revised on 15 December 2017 made between BDW and the Owner which is conditional on the grant of planning permission
- (D) On 23 May 2017 the Owner and BDW submitted the Application to the Council for permission to develop the Property and on 13 December 2017 the Council resolved to grant planning permission for the Development on the Property pursuant to the Application subject to the completion of this Deed

NOW THIS DEED WITNESSES and IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Deed (including the Recitals and Schedules) the following words and expressions shall unless the context otherwise requires have the meanings ascribed to them below:

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

"Additional Affordable Housing" means those additional affordable housing units which the Viability Review concludes can be delivered within the Residential Development in addition to (and not as part of) the Affordable Housing Units

"Additional Affordable Housing Scheme" means a scheme to be prepared by the Residential Owner and submitted to the Council in accordance with Paragraph 3 (as applicable) of Schedule 5 of

this Deed detailing the Additional Affordable Housing to be provided within the Residential Development and which:-

- (a) confirms which Open Market Housing Units are to be converted into Intermediate Housing Units and Affordable Rented Housing Units;
- (b) contains 1:50 plans showing the location and size of each unit of Additional Affordable Housing;
- (c) ensures at least 10% of the Additional Affordable Housing is accessible or easily adaptable for wheelchair users;
- (d) provides a programme for construction and delivery of the Additional Affordable Housing; and
- (e) sets out the amount (if any) of any financial contribution also payable towards offsite Affordable Housing in the event that the Viability Review identifies part of the surplus cannot deliver one or more complete units of Additional Affordable Housing and the timescales for payment to the Council

“Affordable Housing Accommodation Schedule”	means the schedule appended to this Deed at Appendix 3
“Affordable Housing”	means housing made available to people who cannot access homes available on the open market in accordance with Annex 2 to the National Planning Policy Framework (2012) or such updated guidance
“Affordable Housing Cap”	means a policy compliant amount of Affordable Housing being 50% of the total number of habitable rooms within the Residential Development
“Affordable Housing Units”	means 35% of Residential Units by habitable room comprising 339 Intermediate Housing Units and 136 Affordable Rented Housing Units to be provided in accordance with the Affordable Housing Accommodation Schedule and used for Affordable Housing subject to the provisions of this Deed and shown on the Affordable Housing Locations Plans
“Affordable Housing Location Plans”	means plans numbered 2a – 2j annexed at Appendix 2 to this Deed showing the location of the Affordable Housing Units for indicative purposes

only within the Residential Development

“Affordable Rented Housing”

means rented housing let by a local authority or a Registered Housing Provider at no more than 80% of the local market rents (inclusive of service charge) to households who are eligible for social rented housing and which for the purposes of this Deed comprises London Affordable Rent as set out in the table at paragraph 2.1 of Schedule 5 unless otherwise agreed with the Council

“Affordable Rented Housing Units”

means the 136 Affordable Housing Units as shown on the Affordable Housing Location Plans to be made available for Affordable Rented Housing in accordance with Schedule 5 to this Deed

“Air Quality Contribution”

means the sum of £804,540.90 (EIGHT HUNDRED AND FOUR THOUSAND FIVE HUNDRED AND FORTY POUNDS AND NINETY PENCE) worked out as £580.48 per Residential Unit to be used by the Council towards initiatives to improve air quality in the Authority’s Area including (but not limited to):-

- use of low emission fuel technology and other measures to minimise emissions;
- increase tree and natural vegetation planting in the area serving the development where appropriate;
- to incentivise restrictions on certain types of vehicles;
- to incentivise the use of cleaner fuels for energy and heating;
- to encourage company use of environmental management systems and air quality strategy;
- to incentivise a modal shift from private vehicles;
- to promote and deliver car sharing clubs on the network supporting the development; and
- any other appropriate measures to meet the objective of the Air Quality Action Plan

“Air Quality Action Plan”

means the Council’s air quality action plan proposing measures to reduce the pollution in the air quality management area

“Application”	means the planning application given the Council's reference 1331/APP/2017/1883 and received by the Council on 23 May 2017 for the Development of the Property
“Approved Housing Provider”	means:- <ul style="list-style-type: none"> (a) a Registered Housing Provider; (b) a local authority which shall include the London Borough of Hillingdon; (c) any other entity selected by the Residential Owner to provide the Affordable Housing Units as approved by the Council (such approval not to be unreasonably withheld or delayed)
“Authority's Area”	means the administrative area of the Council
“Block”	means residential blocks B, C, D, E, F, G and H to be constructed within the Residential Development and references in this Deed to a block shall be construed accordingly
“Borough Planning Officer”	means the Borough Planning Officer for the time being of the Council or other person authorised by the Council to carry out that function
“Bulls Bridge Contribution”	means the sum of £1,000,000.00 (ONE MILLION POUNDS) payable by the Residential Owner to the Council as agent for TfL in accordance with Schedule 3 to this Deed for highway and traffic improvements to the Bulls Bridge Roundabout
“Canal”	means the Grand Union Canal mainline that runs along the northern boundary of the Development
“Canal Owner”	means the freehold owner of the Canal being the Canal & River Trust as at the date of this Deed
“Canoe Store”	means the community storage unit in Block F4 of the Residential Development as shown on the drawings approved by the Planning Permission
“Canteen Building”	means the existing building and land located within the Residential Development shown for indicative purposes only shaded blue on the Canteen Building Plan 3 annexed at Appendix 2 to this Deed which shall be used for community infrastructure uses only pursuant to the Planning Permission and shall include curtilage, twenty (20) allocated car parking

spaces and open space

“Canteen Building Transfer” means a transfer of the freehold land of the Canteen Building and in such form as is required by the Land Registry and settled and agreed between the parties incorporating the terms set out at Schedule 7

“Canteen Building Transfer Notice” means the offer by the Residential Owner to transfer the freehold interest of the Canteen Building to the Council incorporating the terms set out at Schedule 7

“Car Club” means a car club which enables its members to have access to a car on a short term basis as and when required subject to availability

“Car Club Membership” means 3 (three) year’s free membership of a Car Club for one adult resident (aged 19 years or above) of each Residential Unit that is first Occupied that meets the Car Club Operator’s membership criteria

“Car Club Operator” means an operator of a Car Club

“Car Club Voucher” means a Car Club voucher to the value of £50.00 (FIFTY POUNDS) provided to one adult resident (aged 19 years or above) of each Residential Unit that is first Occupied

“Challenge” the Planning Permission being the subject of any judicial review proceedings or an application lodged for permission to apply for judicial review in the High Court

“Commencement of Development” “Commence Development” means the carrying out of a material operation on a Residential Phase of the Residential Land and/or the Industrial Land or any part thereof as defined by Section 56(2) and (4) (a)-(d) of the 1990 Act SAVE FOR the purposes of this Deed only operations or works consisting of all or any of the following shall not constitute Commencement of Development:-

- (a) Demolition Works;
- (b) excavation;
- (c) archaeological works;
- (d) site surveys;

- (e) site clearance including vegetation;
- (f) environmental preparatory works;
- (g) the erection of fencing and/or hoardings to enclose the Residential Development or the Industrial Development or any part of it;
- (h) laying or provision of any services and/or services diversion works to on or under the Residential Development or the Industrial Development or any part of it;
- (i) the laying out of roads for construction purposes only;
- (j) the erection of site buildings for construction purposes;
- (k) contamination tests;
- (l) remediation or trial pits;
- (m) works of decontamination and/or remediation;
- (n) the construction installation and/or use of temporary works planned and/or machinery;
- (o) storage areas required temporarily in connection with and for the duration of operations in on over or under the Residential Development or the Industrial Development as appropriate and temporary access to the same; and
- (p) temporary display of site advertisements and notices

“Condition Survey”

means a survey of the condition of the Canteen Building to be completed by the Residential Owner and submitted to the Council for written approval

“Construction Period”

means from the point at which contractors commence work on the relevant part of the Property (being the Industrial Land or the Residential Land) until Practical Completion of the works on that part of the Property

“the Contributions”

means the:-

- (a) Air Quality Contribution;
- (b) Bulls Bridge Contribution;

- (c) Cranford Park Improvement Contribution;
- (d) Framework Workplace Travel Plan Default Contribution;
- (e) Framework Workplace Travel Plan Monitoring Contribution;
- (f) Industrial Land Additional Bus Capacity Contribution;
- (g) Industrial Land Canal Improvement Contribution;
- (h) Industrial Land Employment and Training Contribution;
- (i) Industrial Land Proposed MMT Scheme Contribution;
- (j) Industrial Land Legible London Contribution;
- (k) Parking Management Scheme Amendment Contribution;
- (l) Residential Land Additional Bus Capacity Contribution;
- (m) Residential Land Canal Improvement Contribution;
- (n) Residential Land Employment and Training Contribution;
- (o) Residential Land Legible London Contribution;
- (p) Residential Land Proposed MMT Scheme Contribution;
- (q) Residential Travel Plan Default Contribution;
- (r) Residential Travel Plan Monitoring Contribution; and
- (s) Zero Carbon Contribution

“Cranford Park Improvement Contribution”

means the sum of £284,000.00 (TWO HUNDRED AND EIGHTY FOUR THOUSAND POUNDS) payable to the Council towards the improvement of the historic Cranford Park historic grounds in the vicinity of the Development

“Demolition Works”	means all works of demolition on the Residential Land and the Industrial Land as applicable as permitted by the Planning Permission save for demolition works to the Locally Listed Canteen Building and the Locally Listed main factory building
“Development”	means part demolition of existing factory buildings and associated structures, and redevelopment to provide 1,386 dwellings (Use Class C3), office, retail, community and leisure uses (Use Class A1/A3/A4/B1/B8/D1/D2), 22,663sqm (GEA) of commercial floorspace (Use Classes B1c/B2/B8 and Data Centre (sui generis)), amenity and playspace, landscaping, allotments, access, service yards, associated car parking and other engineering works which is described in the Application
“Development Viability Information”	means the information required by Formula 1A and Formula 2 and including in each case relevant supporting evidence
“Drainage Management and Maintenance Plan”	means a drainage management and maintenance plan for the Residential Land or the Industrial Land (as appropriate) which will include (but not limited to) the following: <ul style="list-style-type: none"> (a) description of all parts that will be maintained; (b) the maintenance and management standards; (c) the actions to be undertaken; and (d) the requirement to provide an annual summary and report of actions taken to manage drainage in accordance with the management and maintenance plan
“Eligible Purchaser”	means for the Intermediate Housing Units persons whose gross annual household income at the date of offer to purchase an Intermediate Housing Unit does not exceed the annual income level of £90,000 (NINETY THOUSAND POUNDS) (or as subsequently varied) as set out in the London Plan Spatial Development Strategy for Greater London at the date of this Deed or such other strategy or regulations that may impose any binding income restrictions upon the Intermediate Housing Unit
“Energy Strategy”	means a strategy for each Residential Phase that

provides details of the following:-

- (a) the regulated energy demand and associated CO2 emissions;
- (b) how it seeks to achieve the energy targets set out in Policy 5.2 of the London Plan 2016;
- (c) the extent to which it achieves 100% reduction (zero carbon) in CO2 emissions from regulated energy demands; and
- (d) the number of tonnes of CO2 from regulated energy demands that cannot be saved within that Residential Phase

“Estimated Build Costs”

means at the date of the Viability Review the estimated build (and conversion costs where applicable) of the Residential Development based on agreed building contracts or estimates provided by the Residential Owner's quantity surveyor or costs consultant including (but not limited to):-

- (a) all costs associated with the sale of the Open Market Housing Units including but not limited to:-
 - selling costs;
 - agency costs;
 - running costs of the marketing suite and show units to include telephone lines, connections, utilities and all domestic rates and cleaning etc.;
 - sales staff costs;
 - advertisements and promotion;
- (b) all professional and legal fees, surveys and reports associated with designing the scheme from conception through to planning and detailed design for procurement and construction;
- (c) all other fees associated with the scheme including but not limited to:-
 - local authority fees;
 - surveying and design fees;
 - NHBC fees;

(d) construction costs including but not limited to:-

- enabling costs;
- infrastructure and remediation costs;
- sub-structure costs;
- super structure costs;
- fit out costs;
- external works costs;
- preliminaries costs;
- contingency costs;
- overheads costs;
- sales marketing suite and show units set up costs to include but not limited to brochures, CGIs and flythroughs;

(e) all other costs including but not limited to the following:-

- all financial contributions and costs and any associated monitoring and legal fees paid or incurred in respect of this Deed;
- CIL;
- rights to light compensation;
- other infrastructure costs attributed to or payable in respect of the Residential Land;
- finance or borrowing costs

“Estimated GVD”

means at the date of the Viability Review the estimated Market Value of the Open Market Housing Units and ancillary car parking spaces within the Residential Development based on detailed comparable market evidence provided by the Residential Owner and approved in writing by the Council

“Event of Force Majeure”

means any circumstance not within the Residential

Owner's reasonable control including:

- (a) acts of God, flood, drought, earthquake or other natural disaster;
- (b) epidemic or pandemic;
- (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, or embargo;
- (d) nuclear, chemical or biological contamination or sonic boom;
- (e) collapse of buildings, fire, explosion or accident;
- (f) any labour or trade dispute, strikes, industrial action or lockouts; and
- (g) interruption or failure of utility service;

"External Consultant"	means the external consultant appointed by the Council with significant experience of viability appraisals
"Fixed Rentcharge"	means a fixed rentcharge of £1.00 (ONE POUND) per annum payable to the Residential Owner on each anniversary of the date of the Canteen Building Transfer in each Rentcharge Year to be forever charged upon and issuing out of the Canteen Building
"Formula 1A"	means the formula identified as formula 1A in the Annex to Schedule 5 to this Deed
"Formula 2"	means the formula identified as formula 2 in the Annex to Schedule 5 to this Deed
"Form PO1"	means the form annexed at Appendix 6 to this Deed
"Framework Workplace Travel Plan"	means the Framework Travel Plan prepared by PBA and submitted with the Application
"Framework Workplace Travel Plan Default Contribution"	means the sum of £20,000.00 (TWENTY THOUSAND POUNDS) payable to the Council in accordance with Schedule 20 to this Deed and to be used by the Council only on the terms set out in Schedule 2 to this Deed
"Framework Workplace Travel	means the sum of £6,000.00 (SIX THOUSAND

Plan Monitoring Contribution	POUNDS) payable to the Council in accordance with Schedule 20 towards the Council's costs incurred in monitoring the implementation and outcomes of the Framework Workplace Travel Plan and associated Travel Plans
"GLA"	means the Greater London Authority being the national body corporate charged with the responsibility to deliver new housing (or such relevant successor body as may assume the role of the Greater London Authority as the body responsible for the delivery and grant funding of Affordable Housing in London)
"Grant Funding"	means public subsidy payable by the GLA to the Approved Housing Provider pursuant to the GLA funding programme
"Highway Agreement"	means one or more highway agreements made pursuant to section 278 of the Highways Act 1990
"Industrial Development"	means that part of the Development located on the Industrial Land
"Industrial Development Monitoring Sum"	<p>means the Indexed sum equivalent to five percent (5%) of the total sum of the following contributions:-</p> <ul style="list-style-type: none"> (a) Industrial Land Additional Bus Capacity Contribution (not Indexed); (b) Industrial Land Canal Improvement Contribution (not Indexed); (c) Industrial Land Employment and Training Contribution (not Indexed); (d) Industrial Land Proposed MMT Scheme Contribution (not Indexed); and (e) Industrial Land Legible London Contribution (not Indexed) <p>payable to the Council towards the Council's monitoring of the Industrial Land Planning Obligations in this Deed</p>
"Industrial Land"	means that part of the Property shown shaded green on plan 1 at Appendix 2 to this Deed
"Industrial Land Additional Bus Capacity Contribution"	means the sum of £38,000.00 (THIRTY EIGHT THOUSAND POUNDS) payable to the Council as agent for Transport for London towards the provision of additional bus capacity on the bus

	network in the vicinity of the Development
“Industrial Land Canal Improvement Contribution”	means the sum of £50,000.00 (FIFTY THOUSAND POUNDS) payable to the Council as agent for the Canal Owner for the provision of pontoons and mooring facilities and associated works along that part of the Canal adjoining the Industrial Land and Canal towpath improvements, and/or works to the railway bridge crossing the Canal, subject to the permission of Network Rail, to the benefit of the canal environment including (but not limited to) the installation of lighting to and repainting of the network rail bridge structure
“Industrial Land Employment and Training Contribution”	means the sum of £80,000.00 (EIGHTY THOUSAND POUNDS) payable to the Council towards employment and training measures within the Authority's Area
“Industrial Land Employment and Training Strategy”	means the approved industrial employment and training strategy which sets out the Industrial Owner's employment and training commitments during construction of the Industrial Development at Appendix 5 to this Deed
“Industrial Land Proposed MMT Scheme Contribution”	means the sum of £102,316.00 (ONE HUNDRED AND TWO THOUSAND THREE HUNDRED SIXTEEN POUNDS) payable to the Council as a contribution towards the Proposed MMT Scheme PROVIDED THAT if the Proposed MMT Scheme has not been implemented within the 15 year safeguarding period set out in Schedule 18 it shall be used towards alternative bus improvement measures in the vicinity of the Development
“Industrial Owner”	means the freehold owner of the Industrial Land
“Industrial Land Legible London Contribution”	means the sum of £6,000.00 (SIX THOUSAND POUNDS) payable to the Council towards the provision of Legible London signage in the vicinity of the Development
“Industrial Land Planning Obligations”	means the obligations set out in Schedules 17 to 25 of this Deed
“Industrial Land Public Art and Heritage Provision”	means details of the public art and heritage to be funded procured and installed in accordance with the Public Art and Heritage Strategy by the Industrial Owner within the Industrial Land at its reasonable cost unless otherwise agreed with the Council
“Industrial Land Public Art and	means plan 4 annexed at Appendix 2 to this Deed

Heritage Location Plan"	identifying for indicative purposes only the area for the Industrial Land Public Art and Heritage Provision hatched red within the Industrial Land or as otherwise agreed with the Council
"Industrial Land Public Open Space"	means public open space to be laid out by the Industrial Owner on the Industrial Land in accordance with the provisions of Schedule 22 to this Deed
"Industrial Land Public Open Space Plan"	means plan 5 annexed at Appendix 2 to this Deed identifying for indicative purposes only the location of the Industrial Land Public Open Space shaded orange within the Industrial Land or as otherwise agreed with the Council
"Industrial Landscape Management and Maintenance Plan"	<p>means a landscape management and maintenance plan which will include (but not limited to) the following:-</p> <ul style="list-style-type: none"> • description of all hard and soft landscaped areas that will be maintained • the standard of maintenance to be undertaken which will have regard to relevant parts of <i>'Raising the standard. The Green Flag Award'</i> guidance manual as the Industrial Owner considers reasonably appropriate • a specification of all maintenance operations and frequencies of maintenance relevant to the type of hard/soft landscape to be monitored (e.g. annually, at year 5, year 10 etc.) • the annual review of the Industrial Landscape Management and Maintenance Plan for a period of five years, from the date on which the Industrial Development is first occupied
"Industrial Unit"	means an industrial unit within the Industrial Development
"Interest"	means interest at 4% above the base lending rate of Lloyds Bank PLC from time to time
"Intermediate Housing"	means the 339 Residential Units to be made available for Intermediate Housing and which shall be provided as Shared Ownership Units pursuant to this Deed unless otherwise agreed with the Council
"Intermediate Housing"	means a unit of Affordable Housing which is provided at prices or rents above those of social rent but below market prices or rents and will meet

the criteria set out in the definitions of affordable housing contained in Annex 2 to the National Planning Policy Framework (2012) or as updated and for the avoidance of doubt can include shared equity products Shared Ownership Units and other low cost or discounted homes for sale and intermediate rent subject to the precise type and nature of which first being agreed in writing by the Council but does not include Affordable Rented Housing Units

“Legal Interest”

means a freehold or leasehold interest created in the Residential Land

“Locally Listed”

means a building or structure that is locally listed by the Council in recognition of its local architectural historic or community interest and/or value

“London Affordable Rent”

means the level of affordable rent as set by the GLA from time to time

“Market Value”

means the price at which the sale of the relevant property interest would have completed unconditionally for cash consideration on the date of valuation assuming:-

- (a) a willing buyer and a willing seller;
- (b) that, prior to the date of valuation there has been a reasonable period for proper marketing of the interest (having regard to the nature of the property and the state of the market) of the price and terms and the completion of the sale;
- (c) that no account is taken of any additional bid by a prospective purchaser with a special interest; and
- (d) that both parties to the transaction have acted knowledgeably, prudently and without compulsion

“Necessary Consents (Proposed Bridge)”

means the necessary third party and statutory permissions consents approvals orders leases licences easements or any other agreements required to be obtained by the Council from relevant stakeholders for the purpose of delivering the Proposed Bridge

“Necessary Consents (Proposed MMT Scheme)”

means the necessary third party and statutory permissions consents approvals orders leases licences easements or any other agreements required to be obtained by the Council from

	relevant stakeholders for the purpose of delivering the Proposed MMT Scheme
Nestle War Memorial	means the metal war memorial originally located on the internal wall of the foyer within the Locally Listed main factory building
“Occupy” “Occupation” “Occupied”	means occupation for any purpose permitted by the Planning Permission but not including occupation by personnel engaged in construction fitting out or decoration or occupation for marketing or sales purposes or security purposes
“Offsite Highways Plan 1”	means plan 6 annexed at Appendix 2 to this Deed
“Offsite Highways Plan 2”	means plan 7 annexed at Appendix 2 to this Deed
“Offsite Highways Plan 3”	means plan 8 annexed at Appendix 2 to this Deed
“Offsite Highway Works”	means the following offsite highway works to be carried out by the Residential Owner in accordance with Schedule 3 to this Deed:- <ul style="list-style-type: none"> (a) Dawley Road/Botwell Common Road Priority Junction – junction capacity, road safety improvements and provision for vulnerable road users as shown on the Offsite Highways Plan 1; (b) Dawley Road/Kestral Way/Betam Road/Blyth Road Roundabout – junction capacity, road safety improvements and provision for vulnerable road users as shown on the Offsite Highways Plan 2; (c) Harold Avenue/North Hyde Road Priority Junction – introduction of a right turn refuse in the centre of North Hyde Road shown on the Offsite Highways Plan 3; and (d) Station Road/North Hyde Road changes to signal staging or such alternative scheme at this junction agreed with the Council at an equivalent cost
“Open Market Housing Units”	means all those Residential Units to be constructed as part of the Residential Development other than the Affordable Housing Units
“Parking Management Scheme Amendment Contribution”	means the sum of £5,000.00 (FIVE THOUSAND POUNDS) payable to the Council in accordance with the provisions of Schedule 3 to amend the relevant parking management scheme approved by

	the Council for the on street parking of vehicles in the vicinity of the Development
"Parking Management Scheme"	means a parking management scheme made by the Council which imposes parking restrictions and establishes permit parking for residents and business employees as appropriate in a particular zone as amended from time to time
"Parking Permit"	means a resident's or business parking permit issued by the Council (which for the avoidance of doubt does not include a disabled person's badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970)
"Planning Permission"	means the planning permission to be granted for the Application in the form of the draft annexed at Schedule 1 to this Deed
"Practical Completion"	means in relation to any works or unit or Dwelling or part or whole of the Industrial Development or the Residential Development as appropriate substantial completion of those works or unit or Dwelling or Industrial Development or Residential Development to a stage where it is fit for use or occupation and "Practically Complete" and "Practically Completed" shall be construed accordingly
"Property"	means all that freehold property known as land and buildings on the former Nestle factory site, Hayes, Hillingdon comprising the land registered at HM Land Registry under Title Numbers MX348720, NGL169635 and AGL32414 which property is for the purposes of identification only shown edged red on plan 1 attached to this Deed
"Proposed Bridge"	means the proposed pedestrian bridge which may be constructed by the Council over the Canal
"Proposed Bridge Access Corridor"	means the strip of land shaded red for indicative purposes only across the Residential Land to the Proposed Bridge Safeguarded Area over which the Council or its agents shall have a right of access for the purpose of constructing and maintaining the Proposed Bridge as shown on plan 9 annexed at Appendix 2 to this Deed
"Proposed Bridge Rights Notice"	means written notice from the Council to the Residential Owner confirming:- (a) the Council has obtained all Necessary Consents (Proposed Bridge) and funding required to construct and deliver the

Proposed Bridge together with evidence of such Necessary Consents;

- (b) the intended date of commencement of works to construct the Proposed Bridge;
- (c) the identity of the organisation constructing the Proposed Bridge and its appointed contractor;
- (d) details and specification to construct the Proposed Bridge and the estimated programme and timetable of works;
- (e) the estimated date of completion of the works required to deliver the Proposed Bridge;
- (f) the estimated date of commencement of use and operation of the Proposed Bridge; and
- (g) details of the future maintenance and repair of the Proposed Bridge

and requesting the Residential Owner (acting reasonably) to enter into such agreement licence or easement as appropriate required to secure the rights to construct and deliver the Proposed Bridge on the Proposed Bridge Safeguarded Land

“Proposed Bridge Safeguarded Land”

means the safeguarded area for the Proposed Bridge footing shown shaded yellow for indicative purposes only on plan 9 annexed at Appendix 2 to this Deed

“Proposed MMT Scheme”

means the proposed multi modal transport scheme that makes provision for the passage of pedestrians, cyclists, motor vehicles and two way bus operations along Nestles Avenue including a bus turning circle and such other associated highways, junction and landscaping/boundary treatment works which are to be funded, delivered and operated by the Council and its partners

“Proposed MMT Scheme Rights (Residential Land) Notice”

means written notice from the Council to the Residential Owner confirming:-

- (a) the Council has obtained all Necessary Consents (Proposed MMT Scheme) and funding required to construct and deliver the Proposed MMT Scheme together with evidence of such Necessary Consents;
- (b) the intended date of commencement of works to construct that part of the Proposed

MMT Scheme on the Residential Land;

- (c) the identity of the organisation constructing the Proposed MMT Scheme and its appointed contractor;
- (d) details and specification to construct the Proposed MMT Scheme on the Residential Land and the estimated programme and timetable of works;
- (e) the estimated date of completion of the works required to deliver the Proposed MMT Scheme within the Residential Land;
- (f) the estimated date of commencement of use and operation of the Proposed MMT Scheme; and
- (g) details of the future maintenance and repair of the Proposed MMT Scheme;

and requesting the Residential Owner (acting reasonably) to enter into such agreement licence or easement as appropriate required to secure the rights to construct and deliver the Proposed MMT Scheme on the Proposed MMT Scheme Safeguarded Land

“Proposed MMT Scheme Safeguarded Land”

means the maximum area of safeguarded land required for the Proposed MMT Scheme shown hatched red and hatched green on plan 10 annexed at Appendix 2 to this Deed

“Proposed MMT Scheme Rights (Industrial Land) Notice”

means written notice from the Council to the Industrial Owner confirming:-

- (a) the Council has obtained all Necessary Consents (Proposed MMT Scheme) and funding required to construct and deliver the Proposed MMT Scheme together with evidence of such Necessary Consents;
- (b) the intended date of commencement of works to construct that part of the Proposed MMT Scheme on the Industrial Land;
- (c) the identity of the organisation constructing the Proposed MMT Scheme and its appointed contractor;
- (d) details and specification to construct the Proposed MMT Scheme on the Industrial Land and the estimated programme and timetable of works;

- (e) the estimated date of completion of the works required to deliver the Proposed MMT Scheme within the Industrial Land;
- (f) the estimated date of commencement of use and operation of the Proposed MMT Scheme; and
- (g) details of the future maintenance and repair of the Proposed MMT Scheme

and requesting the Industrial Owner to enter into such agreement licence or easement as appropriate required to secure the rights to construct and deliver the Proposed MMT Scheme on the Proposed MMT Scheme Safeguarded Land

“Public Art and Heritage Strategy”

means the strategy at Appendix 1 to this Deed which details the overarching vision and type of Industrial Public Art and Heritage Provision and Residential Public Art and Heritage Provision to be provided on the Industrial Land and the Residential Land in accordance with the terms of this Deed

“Registered Housing Provider”

means a registered provider of social housing as defined in the Housing and Regeneration Act 2008 and for the avoidance of doubt the following registered housing providers are approved by the Council:-

- Guinness Trust;
- Peabody;
- Notting Hill;
- Catalyst;
- Home Group;
- L&Q;
- Network;

or any other registered provider of social housing which has been agreed in writing by the Council

“Rentcharge”

means both the Variable Rentcharge and the Fixed Rentcharge

“Rentcharge Year”

every period of twelve months ending on 31 March or such other date as may be advised by the Residential Owner in writing from time to time

“Residential Development”

means that part of the Development located on the Residential Land

“Residential Development Monitoring Sum”

means the Indexed sum equivalent to five percent (5%) of the total sum of the following contributions:-

- (a) Air Quality Contribution (not Indexed);
- (b) Bulls Bridge Contribution (not Indexed);
- (c) Cranford Park Improvement Contribution (not Indexed);
- (d) Parking Management Scheme Amendment Contribution (not Indexed);
- (e) Residential Land Additional Bus Capacity Contribution (not Indexed);
- (f) Residential Land Canal Improvement Contribution (not Indexed);
- (g) Residential Land Employment and Training Contribution (not Indexed);
- (h) Residential Land Legible London Contribution (not Indexed);
- (i) Residential Land Proposed MMT Scheme Contribution (not Indexed); and
- (j) Zero Carbon Contribution (not Indexed) estimated for each Residential Phase (excluding Residential Phase 6b in the event that the Canteen Building is transferred to the Council)

payable to the Council towards the Council's monitoring of the Residential Planning Obligations in this Deed

“Residential Land”

means that part of the Property shown shaded blue on plan 1 annexed at Appendix 2 to this Deed

“Residential Land Additional Bus Capacity Contribution”

means the sum of £437,000.00 (FOUR HUNDRED AND THIRTY SEVEN THOUSAND POUNDS) payable to the Council as agent for Transport for London towards the provision of additional bus capacity on the bus network in the vicinity of the Development

“Residential Land Canal Improvement Contribution”

means the sum of £350,000.00 (THREE HUNDRED AND FIFTY THOUSAND POUNDS) payable to the Council as agent for the Canal Owner for the provision of pontoons and mooring facilities and associated works along that part of the Canal adjoining the Residential Land and Canal towpath improvements, and/or works to the railway

bridge crossing the Canal, subject to the permission of Network Rail, to the benefit of the canal environment including (but not limited to) the installation of lighting to and repainting of the network rail bridge structure

“Residential Land Employment and Training Strategy”	means the approved residential employment and training strategy which sets out the Residential Owner’s employment and training commitments during construction of the Residential Development at Appendix 4 to this Deed
“Residential Land Employment and Training Contribution”	means the sum of £60,000.00 (SIXTY THOUSAND POUNDS) payable to the Council towards employment and training measures within the Authority’s Area
“Residential Land Legible London Contribution”	means the sum of £9,000.00 (NINE THOUSAND POUNDS) payable to the Council towards the provision of legible London signage in the vicinity of the Development
“Residential Land Planning Obligations”	means the obligations set out at Schedules 3 to 16 of this Deed
“Residential Land Proposed MMT Scheme Contribution”	means the sum of £436,190.00 (FOUR HUNDRED AND THIRTY SIX THOUSAND ONE HUNDRED AND NINETY POUNDS) payable to the Council as a contribution towards the Proposed MMT Scheme PROVIDED THAT if the Proposed MMT Scheme has not been implemented within the 15 year safeguarded period set out in Schedule 4 it shall be used towards alternative bus improvement measures in the vicinity of the Development
“Residential Land Public Art and Heritage Location Plan”	means the plan 11 annexed at Appendix 2 to this Deed identifying for indicative purposes the area for the Residential Land Public Art and Heritage Provision within the Residential Land or as otherwise agreed with the Council
“Residential Land Public Art and Heritage Provision”	means details of the public art and heritage provision to be funded procured and installed in accordance with the Public Art and Heritage Strategy unless otherwise agreed with the Council by the Residential Owner at its reasonable cost unless otherwise agreed with the Council
“Residential Land Public Open Space”	means public open space to be laid out by the Residential Owner on the Residential Land in accordance with the provisions of Schedule 14 to this Deed excluding that part of the public open space within the Canteen Building in the event it is

transferred to the Council

“Residential Land Public Open Space Plan”

means the plan 12 annexed at Appendix 2 to this Deed identifying for indicative purposes only the location of the Residential Land Public Open Space shaded green within the Residential Land or as otherwise agreed with the Council

“Residential Landscape Management and Maintenance Plan”

means a landscape management and maintenance plan which will include (but not be limited to) the following:-

- description of all hard and soft landscaped areas that will be maintained;
- the standard of maintenance to be undertaken which will have regard to relevant parts of *‘Raising the standard. The Green Flag Award’* guidance manual as the Residential Owner considers reasonably appropriate
- a specification of all maintenance operations and frequencies of maintenance relevant to the type of hard/soft landscape to be monitored (e.g. annually, at year 5, year 10 etc.)
- the annual review of the Residential Landscape Management and Maintenance Plan for a period of five years from the date on which the Residential Development is first Occupied

“Residential Owner”

means the freehold owner of the Residential Land

“Residential Phase”

means a phase of the Residential Development at ground level as shown on the Residential Phasing Plan and references to Residential Phase 1a, Residential Phase 1b, Residential Phase 1c Residential Phase 2, Residential Phase 3, Residential Phase 4, Residential Phase 5 and Residential Phase 6a and Residential Phase 6b shall be construed accordingly depending on the context of this Deed

“Residential Phasing Plan”

means plan 13 annexed at Appendix 2 to this Deed which shows for indicative purposes only the phasing of the Residential Development or as otherwise agreed with the Council in writing

“Residential Travel Plan”

means a travel plan for the Residential Units based on the Residential Travel Plan prepared by Markides and submitted with the Application

“Residential Travel Plan Default Contribution”	means the sum of £20,000.00 (TWENTY THOUSAND POUNDS) payable to the Council and to be used by the Council only on the terms set out in Schedule 2 to this Deed
“Residential Travel Plan Monitoring Contribution”	means the sum of £6,000.00 (SIX THOUSAND POUNDS) payable to the Council towards the Council’s monitoring of the implementation of the obligations and outcomes relating to the Residential Travel Plan
“Residential Travel Plan Monitoring Period”	means the period from first Occupation of the Residential Development until the date that is 5 years following first Occupation of the last Residential Phase
“Residential Unit”	means the residential units which are to be erected on the Residential Development pursuant to the Planning Permission
“Review Date”	means the date 24 months from but excluding the date of grant of the Planning Permission PROVIDED THAT if there is a Challenge and/or an Event of Force Majeure then the Review Date shall be extended by a period of time which is commensurate to the period of time commencing on the date the Council is served with proceedings relating to the Challenge and/or the date of commencement of the Event of Force Majeure and ending on the date on which the legal proceedings relating to the Challenge are finally disposed of and/or the Event of Force Majeure ceases to exist
“Shared Ownership Unit”	means a unit occupied partly for rent and partly by way of owner occupation on shared ownership terms as defined in section 2(6) of the Housing Act 1996 (or any amended or replacement provision) where the shared ownership lessee for the time being has the right to carry out Staircasing and dispose of the unit on the open market and “Shared Ownership Lease” and “Shared Ownership Lessee” shall be construed accordingly
“Staircasing”	means the acquisition by a purchaser of a Shared Ownership Unit of additional equity in a unit of Shared Ownership Housing up to a maximum of 100 per cent equity and “Staircased” shall be construed accordingly
“Substantial Implementation”	means the Development on the Residential Land has been Commenced by the Residential Owner and the following works have occurred on the

Residential Land:-

In relation to Block D only:-

- (a) Block D1 external envelope constructed up to and including third floor level;
- (b) Block D2 external envelope constructed up to and including third floor level;
- (c) Block D3 external envelope constructed up to and including third floor level; and
- (d) Block D4 external envelope constructed up to and including third floor level

“Transport for London (TfL)”	means Transport for London or its successor in function
“Travel Plan”	means a travel plan to encourage and enable means of travel other than the driver only private car prepared by an individual tenant of a commercial unit of the Industrial Development prepared in accordance with the Framework Workplace Travel Plan
“Travel Plan Co-Ordinator”	means the person nominated to act as a co-ordinator of the Residential Travel Plan or Travel Plans (as appropriate) who shall be responsible for the implementation progress reporting and monitoring of such plans for a period of not less than the Residential Travel Plan Monitoring Period or the Travel Plan Monitoring Period (as appropriate)
“Travel Plan Monitoring Period”	means a period of 5 years following first Occupation of the Industrial Development
“Variable Rentcharge”	a perpetual yearly Rentcharge created by the Canteen Building Transfer for the purposes of contributing towards the cost of the performance by the Residential Owner or the Residential Land management company of its obligations under the terms of the Canteen Building Transfer with the proportion of service charge ascribed to the Canteen Building being a fair and reasonable proportion as determined by the Residential Owner
“VAT”	means Value Added Tax
“Viability Review”	means a review of the financial viability of the Development at the Review Date using Formula 1A and Formula 2 to determine whether Additional Affordable Housing can be provided within the

Residential Development

“Working Day” means any day apart from Saturday and Sunday Christmas Day Good Friday and any statutory bank holiday or public holiday

“Zero Carbon Contribution” means per Residential Phase the sum (A) payable to the Council towards its carbon offset fund and applied within the Authority’s Area and calculated by the following formula:-

$$A = \text{£}1800 \times B$$

Where B is the cumulative annual tonnes of CO2 short of the zero carbon target as required in Policy 5.2 of the London Plan 2016

- 1.2 References to any party in this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the Council the successor to its statutory functions
- 1.3 Words importing the singular shall be construed as importing the plural and vice versa
- 1.4 Words importing one gender shall be construed as importing any other gender and words denoting natural persons shall include companies corporations and firms and all such words shall be construed interchangeable in that manner
- 1.5 References in this Deed to any statute includes any amendment modification extension consolidation or re-enactment of it for the time being in force and shall include all instruments orders plans regulations permissions and directions for the time being made issued or given under that statute or deriving validity from it
- 1.6 Covenants made hereunder if made by more than one person are made jointly and severally
- 1.7 Where in this Deed any obligation of a party is required to be performed within a specified time limit that obligation shall be deemed to continue after that time limit if the party fails to comply with the obligation within the time limit but without prejudice to any remedy of the enforcing party
- 1.8 The headings in this Deed are for reference only and shall not affect construction

2. LEGAL BASIS

- 2.1 This Deed is made pursuant to Section 106 of the 1990 Act Section 16 of the Greater London Council (General Powers) Act 1974 Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and all other powers and enactments which may be relevant to the purpose of giving validity to this Deed or for facilitating the enforcement of the obligations contained in it with intent to bind the Residential Owner and separately the Industrial Owner as provided for by this Deed
- 2.2 Any covenants restrictions or requirements in this Deed falling within the provisions of Section 106 of the 1990 Act shall be deemed to be expressed to be planning obligations to which that said Section shall apply.

3. CONDITIONALITY

- 3.1 Save for the provisions of clause 12.5 of this Deed which shall take effect immediately:
- 3.1.1 the Residential Land Planning Obligations in this Deed are (unless otherwise specified) conditional upon:-
- 3.1.1.1. the grant of Planning Permission; and
- 3.1.1.2. Commencement of Development on the Residential Land
- 3.1.2 the Industrial Land Planning Obligations in this Deed are (unless otherwise specified) conditional upon:
- 3.1.2.1. the grant of Planning Permission; and
- 3.1.2.2. Commencement of Development on the Industrial Land
- 3.2 This Deed shall cease to have any effect (insofar only as it has not already been complied with) if prior to Commencement of Development the Planning Permission shall expire or be quashed or revoked
- 3.3 The enforceability of this Deed shall not be affected by any passage of time or any delay by or neglect or forbearance of the Council in enforcing the provisions of this Deed or any extension of time or other indulgence shown by the Council
- 3.4 This Deed shall not prohibit or limit the right to develop any part of the Property in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed

4. OBLIGATIONS ON BDW

- 4.1 BDW shall have no liability for any of the Residential Land Planning Obligations contained in this Deed unless and until BDW acquires a Legal Interest in the Residential Land
- 4.2 BDW covenants not to Commence Development on the Residential Land until it has had the title to the Residential Land transferred to it irrespective of whether registration of such transfer at the Land Registry is complete

5. THE RESIDENTIAL OWNER AND INDUSTRIAL OWNER'S COVENANTS AND ENFORCEABILITY

- 5.1 Residential Land Planning Obligations:-
- 5.1.1 The Residential Owner covenants and agrees with the Council to observe and perform the Residential Land Planning Obligations in respect of the Residential Land
- 5.1.2 The Council and the Residential Owner agree that the Residential Land Planning Obligations shall be binding and enforceable against the Residential Owner and its successors in title of the Residential Land only subject to Clause 13 of this Deed (and shall not for the avoidance of doubt be binding or enforceable against the Industrial Owner or its successors in title of the Industrial Land)
- 5.2 Industrial Land Planning Obligations:-

5.2.1 The Industrial Owner covenants and agrees with the Council to observe and perform the Industrial Land Planning Obligations in respect of the Industrial Land

5.2.2 The Council and the Industrial Owner agree that the Industrial Land Planning Obligations shall be binding and enforceable against the Industrial Owner and its successors in title of the Industrial Land only subject to the provisions of Clause 13 of this Deed (and shall not for the avoidance of doubt be binding or enforceable against the Residential Owner or its successors in title of the Residential Land)

6. THE COUNCIL'S COVENANTS

The Council covenants with the Residential Owner and the Industrial Owner as set out in the Second Schedule to this Deed

7. INDEXATION

7.1 The Residential Owner and the Industrial Owner agree with the Council that any sums payable by the Residential Owner and/or the Industrial Owner (as appropriate) under this Deed shall be increased by the application of the formula $A = B \times C/D$ where:

- (a) A is the sum actually payable on the date of specified in this Deed;
- (b) B is the original sum mentioned in this Deed;
- (c) C is the Index of Retail Prices (all items) for the month 2 months before the date on which the relevant sum is actually payable;
- (d) D is the Index of Retail Prices (all items) for the month 2 months before the date of this Deed; and
- (e) C/D is equal to or greater than 1

and references in this Deed to any sum that is to be "Indexed" shall be construed in accordance with this Clause 7

7.2 The Residential Owner and the Industrial Owner agree with the Council that the Index of Retail Prices (all items) shall be the index produced by the Office for National Statistics or such replacement index as that body introduces from time to time

8. NOTICES

8.1 Any notices consents agreements approvals expressions of satisfaction or certificates required herein shall:-

- 8.1.1 be given in writing;
- 8.1.2 if given on behalf of the Council shall be under the hand of the Chief Executive of the Council or other authorised officer of the Council and shall be properly served if sent in the case of the Council by first class recorded delivery post addressed to the Borough Planning Officer quoting reference 1331/APP/2017/1883 or such other officer as may be notified in writing from time to time by the Council to the other parties to this Deed;
- 8.1.3 in the case of the Owner be properly served if sent to its registered office at the address stated above; and

8.1.4 in the case of BDW be properly served if sent to its registered office at the address stated above

9. CONSENTS IN RELATION TO THIS DEED

It is hereby agreed and declared that any agreement approval consent confirmation comment or declaration or expressions of satisfaction required from any of the parties under the terms of this Deed shall not be unreasonably withheld or delayed and shall be given in writing

10. CHANGE IN OWNERSHIP

The Residential Owner and the Industrial Owner (as appropriate) shall as soon as reasonably practicable give the Council written notice of any change in ownership of any of their interests in the Residential Land and the Industrial Land (as appropriate) (save for any change in ownership of an individual Dwelling) occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if applicable) together with details of the area of the Residential Land and Industrial Land (as appropriate) or unit of occupation transferred and with reference to a plan and Land Registry title number

11. DISPUTE PROVISIONS

11.1 In the event that there shall be any dispute between the parties to this Deed in respect of any matter arising under the terms of this Deed and which dispute the parties are unable to resolve any of the parties may refer the matter to an Expert (being a person as described below) for determination SAVE THAT in no case shall any point be referred to the Expert which is a point that is in or relates to any matter in the Planning Permission itself (where the Council's determination shall be final)

11.2 The Expert shall be a person with knowledge and expertise in the subject matter of the dispute and in the event that the parties cannot agree the identity of the person to be appointed as Expert pursuant to this clause within fifteen (15) working days of one party's notification to the other party of that party's decision to refer the matter to an Expert either party may seek nomination of an Expert by the President for the time being of the appropriate professional body (whose nomination shall be binding on the parties)

11.3 The costs of the Expert shall be in the award of the Expert

11.4 The Expert shall (save with the agreement of both parties) be restricted to settling disputes

11.5 The decision of the Expert (other than in the case of manifest error) shall be binding on the parties

11.6 The provisions of this clause 11 do not apply in the case of any dispute or difference arising in connection with any matter covered by this Deed to the extent that the same is a dispute or difference as to a matter of law or concerning the interpretation of this Deed

12. MISCELLANEOUS

12.1 Words in this Deed denoting an obligation on a party to do any act matter or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to cause permit or suffer any infringement of the restriction

- 12.2 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid or unenforceable then such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed
- 12.3 Nothing in this Deed shall be construed so as to fetter any of the Council's powers duties and obligations in its capacity as highway authority and/or local planning authority and the Council's rights powers duties and obligations under all public and private statutes byelaws and regulations may be as fully and effectually exercised as if the Council were not a party to this Deed
- 12.4 If there is any conflict between the terms of this Deed and any condition on the Planning Permission the latter shall take precedence
- 12.5 The Owner shall pay to the Council on execution of this Deed the reasonable and proper legal costs of the Council incurred in the negotiation preparation and execution of this Deed
- 12.6 No provisions of this Deed shall be construed as creating any rights enforceable by a third party as defined by the Contracts (Rights of Third Parties) Act 1999 (the "1999 Act") and all third party rights as may be implied by law or deemed to be enforceable by the 1999 Act are hereby excluded to the fullest extent permitted by law
- 12.7 Save where otherwise expressly stated all covenants given under this Deed shall be complied with entirely at the expense of the party giving the covenant
- 12.8 No parties to this Deed (save for the Council) shall be deemed to be or act as agent or contractor for the Council in the carrying out of any of the works required by this Deed and no responsibility liability claim demand cost or expense whatsoever claimed in respect of anything done or not done by any of the parties to this Deed (save for any failure of the Council to observe and perform its covenants under this Deed) shall lie against the Council in respect thereof
- 12.9 No waiver (whether express or implied) by the Council of any breach or default by the Residential Owner or the Industrial Owner as appropriate in performing or observing any of the covenants undertakings obligations or restrictions contained in this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said covenants undertakings obligations or restrictions or from acting upon any subsequent breach or default in respect thereof by the Residential Owner or the Industrial Owner as applicable

13. EXEMPTIONS FROM THIS DEED

- 13.1 Save as expressly stated otherwise in the Schedules to this Deed, the obligations contained in this Deed shall not be binding upon nor enforceable against:-
- 13.1.1 an Approved Housing Provider save in relation to the affordable housing obligations in Schedule 5 of this Deed;
- 13.1.2 any mortgagee or chargee of an Approved Housing Provider;
- 13.1.3 any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a Receiver) of the whole or any part of the Affordable Housing Units or any persons or bodies deriving title through such mortgagee or chargee or Receiver;

- 13.1.4 occupiers or tenants or lessees or purchasers occupying or entitled to occupy any Open Market Housing Unit and those deriving from the same (including any sub-tenant lender chargee or mortgagee) save for the obligations set out in Schedule 3 paragraph 3;
- 13.1.5 any residential tenant or person to whom an Approved Housing Provider grants a lease on Shared Ownership Terms including their mortgagees or chargees save for the obligations set out in Schedule 3 paragraph 3;
- 13.1.6 any receiver appointed by such mortgagees or chargees;
- 13.1.7 a person who is a successor in title to a person to whom a lease on Shared Ownership Terms has been granted or derives title through or under or at the direction or requirement of any such mortgagees or chargees or receiver appointed by such mortgagees save for the obligations set out in Schedule 3 paragraph 3;
- 13.1.8 any tenant staircasing to 100% pursuant to a shared ownership lease or any person deriving title through or under such tenant or any successor in title thereto and their respective mortgagees ~~save for the obligations set out in Schedule 3 paragraph 3~~ ^{ns} (and their respective mortgagees) ^{with} ~~ATC~~
- 13.1.9 any tenant and successor ^{who} has exercised the right to acquire pursuant to the Housing Act 1996 or any similar statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit ~~save for the obligations set out in Schedule 3 paragraph 3~~ ^{with} (and their respective mortgagees) ^{with} ~~ATC~~ ^{ATC}
- 13.1.10 any tenant and successor ^{who} has exercised any statutory right to buy (or any equivalent contractual or statutory right) in respect of a particular Affordable Housing Unit ~~save for the obligations set out in Schedule 3 paragraph 3~~ ^{with} (and their respective mortgagees) ^{with} ~~ATC~~ ^{ATC}
- 13.1.11 any individual occupier of a commercial unit on the Residential Land or an Industrial Unit on the Industrial Land save for the obligations set out in Schedule 20; ^{ATC}
- 13.1.12 any statutory undertaker or other person who acquires any part of the Property or interest therein for the purposes of their undertaking; and
- 13.1.13 the Council in the event it becomes the freehold owner of the Canteen Building pursuant to Schedule 7 of this Deed save for the relevant obligations on the part of the Council in paragraphs 1.4.4, 1.4.5, 1.7 and 1.8 of Part 1 of Schedule 7
- 13.2 No person shall be liable for any breach of the covenants or obligations contained in this Deed occurring after it has parted with its interest in the part of the Property in respect of which the breach occurred (being either the Residential Land or the Industrial Land) but without prejudice to the liability of such person for any breach occurring prior to its parting with such interest
- 13.3 If BDW acquires a Legal Interest in the Residential Land it shall become the Residential Owner for the purposes of this Deed and the Owner shall have no further liability pursuant to this Deed in respect of the obligations which bind the Residential Land but this shall be without prejudice to any liability of the Owner for any breach which has occurred before it parts with its interest in the Residential Land
- 13.4 If the Industrial Owner serves notice on the Council which includes satisfactory evidence that the Legal Interest in the Residential Land has been transferred to BDW

then the Council shall within ten (10) Working Days issue written confirmation to the Owner which states that it is released from the Residential Land Planning Obligations in accordance with clause 13.3 of this Deed.

14. COMMUNITY INFRASTRUCTURE LEVY

14.1 The Council the Owner and BDW agree that the obligations set out in this Deed are for the purposes of Regulation 122 of the Community Infrastructure Levy Regulations 2010:-

14.1.1 necessary;

14.1.2 directly related to the Development; and

14.1.3 fairly and reasonably related in scale and kind to the Development

15. FUTURE VARIATIONS

15.1 Where in this Deed an obligation is required to be performed in relation to a Phase, block, building or buildings such obligation may be varied by supplemental deed entered into by the Council and the Residential Owner or Industrial Owner (as applicable) from time to time of the relevant phase, block, building or buildings only and the parties agree that it will not be necessary for the Residential Owner or Industrial Owner (as applicable) or other owners from time to time of the other parts of the Residential Land or the Industrial Land (as applicable) to enter into such supplemental deed Provided Always that the remainder of the Residential Land or the Industrial Land will continue to be bound by this Deed notwithstanding such supplemental deed.

15.2 Similarly where in this Deed obligations are required to be performed in respect of discrete parts of the Residential Land or Industrial Land or a plan or scheme in relation thereto and which do not affect other parts of the Residential Land or Industrial Land in any material way such obligations may be varied by supplemental deed entered into by the Council and the Residential Owner or Industrial Owner (as applicable) from time to time of the discrete parts of the Residential Land or Industrial Land or a plan or scheme in relation thereto and the parties agree that it will not be necessary for the Residential Owner or the Industrial Owner (as applicable) or other owners from time to time of other parts of the Residential Land or the Industrial Land to enter into such supplemental deed Provided Always that the remainder of the Residential Land or the Industrial Land will continue to be bound by the Deed notwithstanding such supplemental deed.

16. JURISDICTION

This Deed is governed by and interpreted in accordance with the law of England and Wales and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales

17. INTEREST

All costs, payments and expenses payable to the Council under this Deed shall bear the Interest rate from time to time being charged from the date such payment is due until the payment is received by the Council

18. VAT

18.1 All consideration given in accordance with the terms of this Deed shall be exclusive of any VAT properly payable

18.2 The Residential Owner and Industrial Owner hereby acknowledge and agree that if at any time VAT is required to be paid on any Contribution payable in respect of the Residential Land and Industrial Land then to the extent that VAT had not been previously charged in respect of that Contribution the Council shall have the right to issue a VAT invoice to the Residential Owner and Industrial Owner as applicable and the VAT shall be paid accordingly

19. FORM PO1

19.1 Prior to Commencement of the Development on the Residential Land and/or the Industrial Land the Residential Owner and/or the Industrial Owner as applicable shall notify the Council that it intends to Commence the Development by completing and sending Form PO1 to the Council addressed to the Head of Planning and Enforcement, 3 North, London Borough of Hillingdon, High Street Uxbridge UB8 1UW and shall cite the reference 1331/APP/2017/1883

19.2 Prior to Commencement of each Residential Phase the Residential Owner shall notify the Council that it intends to Commence each Residential Phase (as applicable) by completing and sending Form PO1 to the Council addressed to the Head of Planning and Enforcement, 3 North, London Borough of Hillingdon, High Street Uxbridge UB8 1UW and shall cite the reference 1331/APP/2017/1883

SCHEDULE 1
Draft Planning Permission

DRAFT

Mr D Osborne
Barton Willmore
7 Soho Square
London
W1D 3QB

Application Ref: 1331/APP/2017/1883

TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED) GRANT OF PLANNING PERMISSION

The Council of the London Borough of Hillingdon as the Local Planning Authority within the meaning of the above Act and associated Orders **GRANTS** permission for the following:-

Description of development:

Part demolition of existing factory buildings and associated structures, and redevelopment to provide 1,386 dwellings (Use Class C3). office, retail, community and leisure uses (Use Class A1/A3/A4/B1/B8/D1/D2), 22,663sq.m (GEA) of commercial floorspace (Use Classes B1c/B2/B8 and Data Centre (sui generis)), amenity and playspace, landscaping, allotments, access, service yards, associated car parking and other engineering works.

Location of development: Former Nestle Factory Nestles Avenue Hayes

Date of application: 23 May 2017

Plan Numbers: See attached Schedule of plans

Permission is subject to the condition(s) listed on the attached schedule:-

Draft Decision Notice produced: 30 May 2018

Checked by:..... **Date:**.....

Amendments required: YES / NO

- NOTES: (i) Please also see the informatives included in the Schedule of Conditions.
- (ii) Should you wish to appeal against any of the conditions please read the attached sheet which explains the procedure.
- (iii) This decision does not convey any approval or consent which may be required under any by-laws, building regulations or under any Act other than the Town and Country Planning Act 1990 (as amended).

TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)

GRANT OF PLANNING PERMISSION

Application Ref: 1331/APP/2017/1883

SCHEDULE OF CONDITIONS

1 . JOINT CONDITION

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

REASON

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

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SCHEDULE OF CONDITIONS

2 - JOINT CONDITION

The development hereby permitted shall not be carried out except in complete accordance with the details shown on the submitted plans, numbers:

MP 0 12 P2 Masterplan: Context Roof Plan - Application
MP 0 60 P4 Masterplan: Amenity Diagram
MP 1 00 P4 Masterplan Ground Floor Plan
MP 7 21 P4 Masterplan Cycles & Car Parking, Waste and Services
MP 5 99 - MASTERPLAN - Roof Floor Plan
MP 6 00 - MASTERPLAN - Ground Floor Plan
MP 6 01 - MASTERPLAN - First Floor Plan
MP 6 02 - MASTERPLAN - Second Floor Plan
MP 6 03 - MASTERPLAN - Third Floor Plan
MP 6 04 - MASTERPLAN - Fourth Floor Plan
MP 6 05 - MASTERPLAN - Fifth Floor Plan
MP 6 06 - MASTERPLAN - Sixth Floor Plan
MP 6 07 - MASTERPLAN - Seventh Floor Plan
MP 6 08 - MASTERPLAN - Eighth Floor Plan
MP 6 09 - MASTERPLAN - Ninth Floor Plan
MP 0 11 P1 Masterplan: Location Plan
MP 0 51 P1 Masterplan: Block Plan Data Summary & Setting out
MP 1 13 P2 Masterplan: Roof PVs
MP 7 11 P2 Masterplan: Accessible Units
MP 7 12 P2 Masterplan: Accessible Units
MP 1 11 P4 Masterplan Roof Height - AOD
MP 1 12 P4 Masterplan Roof Height - Storeys
MP 1 14 P4 Masterplan Roof Height - Colour Coded
MP 2 01 P4 Masterplan Elevations (1)
MP 2 02 P4 Masterplan Elevations (2)
MP 2 03 P4 Masterplan Elevations (3)
MP 3 01 P4 Masterplan Sections
MP 3 02 P4 Masterplan Spaces
MP 0 13 P2 Masterplan: Context Roof Plan - Illustrative Wider Area M'plan
MP 0 20 P2 Site Location Plan Existing
MP 0 21 P2 Site Block Plan Existing
MP 0 31 P2 Masterplan: Existing Survey Plan
MP 0 42 P2 Masterplan: Demolition - Site Photos
MP 8 09 P2 Masterplan: View from Wallis Garden looking towards the Main F
MP 8 10 P2 Masterplan: View from Wallis Garden
MP 8 11 P2 Masterplan: View along Sandow Square looking West
MP 8 12 P2 Masterplan: View along Canal Street facing Block B
MP 8 13 P2 Masterplan: View along Canal Street facing the Heritage Cluster
MP 8 15 P2 Masterplan: View along the Trim Trail north of Block B and E
MP 8 16 P2 Masterplan: View along Milk Street looking towards Block B
MP 0 41 P3 Masterplan Demolition
MP 725 P2 Nestle multi-modal transport proposal
LG 1 01 P1 Landscape Overview Masterplan [Parking - Day one]
LG 1 02 P1 Landscape Overview Masterplan [Parking - Future provision]
LG 1 03 P1 Illustrative Landscape Masterplan
LG 1 04 P1 Landscape Masterplan GA | 01 of 04
LG 3 01 P1 Landscape sections | AA - BB
LG 1 06 P1 Landscape Masterplan GA | 03 of 04
LG 1 07 P1 Landscape Masterplan GA | 03 of 04

SCHEDULE OF CONDITIONS

- 2 · LG 1 05 P1 Landscape Masterplan GA | 02 of 04
LG 103 P2 illustrative Landscape Masterplan
LG 3 02 P1 Landscape sections | CC - DD
LG 3 03 P1 Landscape sections | EE - FF
LG 3 04 P1 Landscape sections | GG - HH

and shall thereafter be retained/maintained for as long as the development remains in existence.

REASON

To ensure the development complies with the provisions of the Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012) and the London Plan (2016)

3 · JOINT CONDITION

The development hereby permitted shall be completed in accordance with the specified supporting plans and/or documents, as references to the relevant areas of the development:

- Planning Statement (Barton Willmore);
- Economic Statement (Barton Willmore);
- Health Impact Assessment (Barton Willmore);
- Heritage Assessment (Turleys); letter dated 15 August from Turleys;
- Noise and Vibration Reports (PBA) dated June 2017
- Accommodation Schedule
- Archaeological Desk Based Assessment (CgMS);
- Air Quality Assessment (PBA);
- Demolition Reports (Capita) Updated Demolition Report dated 15 Aug 2017; Letter dated 21/11/17 ref CS075666-WF-17-194-L;
- Design and Access Statement (Makower Architects, Hawkins Brown, dMFK, MSA and Gillespies);
- Statement of Community Involvement (HardHat);
- Structural Survey and Conditions Report (Elliot Wood);
- Townscape and Visual Impact Assessment (Barton Willmore)
- Travel Plans (PBA and Markides Associates)
- Environmental Impact Assessment (Barton Willmore, Markides Associates, PBA, Capita, Hydrock and Turleys)
- Transport Assessment (prepared by Markides Associates); Technical Note prepared by Markides Associates dated 14 August 2017; Note from Project Centre dated 13 and 21 September 2017;
- Gillespies Sketchbook dated Aug 2017 Rev 0.0;
- Existing Buildings Conversion analysis dated June 2016;
- Equalities Impact Assessment dated May 2017, amended Nov 2017;
- Low Emission Strategy; prepared by PBA ref 37205/3004 rev Draft

Thereafter the relevant parts of the development shall be retained/maintained in accordance with these details for as long as the development remains in existence, unless otherwise agreed in writing with the local planning authority.

REASON

To ensure that the development complies with the objectives of Policies in the Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012).

SCHEDULE OF CONDITIONS

4 JOINT CONDITION

Prior to commencement (excluding demolition) a scheme for the provision of sustainable water management shall be submitted to, and approved in writing by the Local Planning Authority.

The scheme shall follow the strategy set out in 'Flood Risk Assessment', produced: Segro - Capita - Industrial

CS-075666-PE-16-121-R Rev. H Flood Risk Assessment and Drainage Strategy
CS/075666 Drainage Strategy - Rev. E (27 March 2018)
SuDS Flows and Volumes - LLFA Technical Assessment Proforma Rev. C (27 March 2018)
Drainage Layout and External Levels 1 of 2 - 075666-CA-0-GF-DR-S-010-P05
Drainage Layout and External Levels 2 of 2 - 075666-CA-0-GF-DR-S-011-P05
Percentage Runoff Calculation
Hydrock Correspondence dated 10 November and 24 November 2017
CS075666 Technical Design Note (12 March 2018)

Barrett - Hydrock - Residential
R/C151867/001.06 Flood Risk Assessment & Drainage Strategy (Residential Scheme)
C151867/C/001 P6 Proposed Drainage Strategy Sheet 1
C151867/C/002 P6 Drainage Layout Sheet 2
C151867/C/100 P2 Existing Catchment Areas
C151867/C/101 P10 Proposed Drainage Catchment Area to TW
C151867/C/102 P10 Proposed SW Attenuation
C151867/C/104 P6 Proposed Drainage Catchment Area to Canal
C151867/C/109 P3 Sections
C151867/C/110 P1 Exceedence Flood Water Storage Locations
C151867/C/111 P1 Ingress and Egress and Flood Water
Comments from Hydrock Sergio Meeting (6 February 2018) with Hydrock Response (15 February 2018)

C151867/R-001 Drainage Strategy Statement
C151867/R-002 Methodology for the Control of Surface Water During the Construction Phase
Drainage Calculations Canal
Drainage Calculations TW Letter (13 July 2016)
TW SW Correspondence (20 February 2018)

-- Prior to commencement of each phase of development, a detailed drainage and water management scheme shall be provided that details:

1 - How that phase will connect to the approved site wide strategy

2 - The interim drainage solutions to ensure that surface water run off will not increase the risk of flooding to or from the development.

3 - How the relevant phase will further contribute to the efficient use of water through a scheme for the collection, storage and reuse of rainwater. The scheme shall [a] include plans showing the methods for collection and storage; and [b] set out the clear arrangements in place for the reuse of the stored water; e.g. through on site landscape management plans and through the encouragement of residents to use

SCHEDULE OF CONDITIONS

4 - stored water for external uses.

Thereafter the development shall be implemented and retained/maintained in accordance with these details for as long as the development remains in existence.

REASON

To ensure that surface water run off is controlled to ensure the development does not increase the risk of flooding contrary to: Policy EM6 Flood Risk Management in Hillingdon Local Plan: Part 1- Strategic Policies (Nov 2012), Policy DME1 10 Water Management, Efficiency and Quality in emerging Hillingdon Local Plan Part 2 Development Management Policies, Policy 5.12 Flood Risk Management of the London Plan (March 2016) and To be handled as close to its source as possible in compliance with Policy 5.13 Sustainable Drainage of the London Plan (March 2016), and Conserve water supplies in accordance with Policy 5.15 Water use and supplies of the London Plan (March 2016), National Planning Policy Framework (March 2012), and the Planning Practice Guidance (March 2014).

5 - JOINT CONDITION

Prior to the commencement of development, including any site clearance and works of demolition to the site as a whole (including the Industrial Land and the Residential Land):

a) A Written Scheme of Investigation/WSI (in accordance with Historic England's Best Practice Guidance), setting out the scope, approach and phasing of the buildings and site recording, shall be submitted to and approved in writing by the Local Planning Authority. The record will be agreed to Historic England recording levels and standards. This should include a detailed record of the whole site including the conservation area and all locally listed buildings and structures at agreed stages before and during demolition;

b) The record prior to site clearance and demolition (for both the Residential Land and Industrial Land) will be submitted for review and comment prior to formal submission to discharge the condition and agreed in writing by the Local Planning Authority before commencement of demolition;

c) The phased recording throughout the demolition process will be in accordance with the agreed demolition strategy, Condition 7, and the WSI;

REASON

To safeguard the special architectural and/or historic interest of the conservation area and buildings in accordance with Policy BE8 and BE12 Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012).

SCHEDULE OF CONDITIONS

6 JOINT CONDITION

Prior to the commencement of development, site clearance and any works of demolition on the site (including the Industrial Land and Residential Land), the following details must be submitted to and approved in writing by the Local Planning Authority

- a. details of the sole agent responsible for monitoring the demolition of the locally listed main factory building must be submitted to and approved in writing by the Local Planning Authority;
- b. the sole agent to submit a demolition phasing plan, to include an agreed time frame and work strategy, covering pre-demolition monitoring and overseeing the works across the Residential Land and Industrial Land in relation to the locally listed main factory building. The strategy must demonstrate how the demolition will be dovetailed between the two ownerships and include timely commencement and completion of demolition works;
- c. Upon commencement of any works of demolition to the locally listed main factory building the approved sole agent shall provide monthly reports of progress for agreement, in accordance with the demolition phasing plan and strategy.

REASON

To safeguard the special architectural and/or historic interest of the conservation area and buildings in accordance with Policy BE8 and BE12 Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012).

SCHEDULE OF CONDITIONS

7 - JOINT CONDITION

Prior to the commencement of development, including any works of site clearance and demolition, details of the contracts for demolition works and the demolition strategy covering the Factory Building to preserve the Retained Facades and Tower Building of the Local Listed Building on both the Residential and Industrial Land must be submitted to and approved in writing by the Local Planning Authority, details to include:

- a) Evidence of the contracts or sub-contract(s) placed to demonstrate the timely commencement and completion of demolition works for the Factory Building to preserve the Retained Facades and Tower Building;
- b) A full programme of demolition works, including phasing as appropriate for the Factory Building to preserve the Retained Facades and Tower Building to be submitted and agreed.
- c) The locations and details of cut lines and propping, with scaled plans, sections and details would need to be submitted for the following to ensure that the Factory Building Retained Facades and Tower Building stability will not be compromised;
- d) Details as to how the Retained Facades and Tower Building will be protected to ensure their integrity over the duration of the construction period;
- e) The programme of works on the site shall be carried out in complete accordance with the details approved unless otherwise agreed in writing with the Local Planning Authority;
- f) No development shall take place on both the Residential and Industrial Land (including works of site clearance, demolition to the locally listed buildings, Retained Facades and Tower Building) until the Local Planning Authority has approved the Demolition Strategy.
- g) No development shall take place on both the Residential and Industrial Land (including works of site clearance, demolition to the locally listed buildings, Retained Facades and Tower Building) until the approved Heritage Assets Recording works in accordance with Condition 5 has been completed (phased) and approved by the LPA..

REASON

To safeguard the structural integrity of the locally listed Factory Building Retained Facades and Tower Building in accordance with Policy BE8 of the Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012).

SCHEDULE OF CONDITIONS

8 RESIDENTIAL CONDITION

The Residential Land development hereby permitted shall not be occupied until the following has been completed in accordance with the specified supporting plans and/or documents:

- Energy Statement (BBS) Issue 4;
- Land Contamination Assessments (Hydrock);
- Flood Risk/Drainage Assessments (Hydrock R/C151867/001.06) addressed via response from LBH drainage on 11/11/2017 and 13/11/2017;
- Bay Study Elevations Access Officer Response (David Bonnett Associates);
- Waste and Recycling Response Note (AECOM);
- Affordable Housing Statement (Gerald Eve);
- Aviation Report (Osprey)
- Daylight and Sunlight Assessment (Point2) and Addendum dated 28 Nov 2017;
- Ecological Report (Aspect);
- Sustainability Statements (including Overheating Reports) (BBS);
- Utilities Assessment (Whitecode);
- Ventilation and Extraction Report (Whitecode);
- Lighting and CCTV Report (Whitecode);
- Flood Risk/Drainage Assessment (Hydrock);
- Wind Assessment (RWDI);
- Arboricultural Impact Assessment and Tree Survey (Aspect);
- Construction Management Plan (Barratt London);
- Site Waste Management Plan (Barratt London);
- R/C151867/001.06 Flood Risk Assessment & Drainage Strategy (Residential Scheme)
- C151867/C/001 P6 Proposed Drainage Strategy Sheet 1
- C151867/C/002 P6 Drainage Layout Sheet 2
- C151867/C/100 P2 Existing Catchment Areas
- C151867/C/101 P10 Proposed Drainage Catchment Area to TW
- C151867/C/102 P10 Proposed SW Attenuation
- C151867/C/104 P6 Proposed Drainage Catchment Area to Canal
- C151867/C/109 P3 Sections
- C151867/C/110 P1 Exceedence Flood Water Storage Locations
- C151867/C/111 P1 Ingress and Egress and Flood Water
- Comments from Hydrock Sergio Meeting (6 February 2018) with Hydrock Response (15 February 2018)
- C151867/R-001 Drainage Strategy Statement
- C151867/R-002 Methodology for the Control of Surface Water During the Construction Phase
- Drainage Calculations Canal
- Drainage Calculations TW Letter (13 July 2016)
- TW SW Correspondence (20 February 2018)

Thereafter the relevant parts of the Residential Land development shall be retained/maintained in accordance with these details for as long as the development remains in existence, unless otherwise agreed in writing with the local planning authority.

REASON

To ensure that the development complies with the objectives of Policies in the Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012).

SCHEDULE OF CONDITIONS

9 - RESIDENTIAL CONDITION

The development hereby permitted shall not be carried out except in complete accordance with the details shown on the submitted plans, numbers:

MP 7 60 Rev. 04 Residential Phasing Plan
MP 7 62 Rev. 02 Residential Demolition Phasing Plan
DM 4 12 P1 Block F2: Second Floor Plan
DM 4 13 P1 Block F2: Third Floor Plan
DM 4 20 P1 Block F3 & F4: Ground Floor Plan
DM 4 21 P1 Block F3 & F4: First Floor Plan
DM 4 22 P1 Block F3 & F4: Second Floor Plan
DM 4 23 P1 Block F3 & F4: Third Floor Plan
DM 6 18 D4 Balcony Study: Type 4 (1750-2000mm Depth)
DM 4 12 P1 Block F2: Second Floor Plan
DM 4 13 P1 Block F2: Third Floor Plan
DM 1 05 P1 Block F2, F3, F4: Second Floor Plan
DM 1 07 P1 Block F2, F3, F4: Third Floor Plan
DM 4 25 P1 Block F3 & F4: Fifth Floor Plan
DM 4 26 P1 Block F3 & F4: Sixth Floor Plan
DM 4 27 P1 Block F3 & F4: Seventh Floor Plan
DM 4 28 P1 Block F3 & F4: Eighth Floor Plan
DM 4 29 P1 Block F3 & F4: Ninth Floor Plan
DM 4 30 P1 Block F3 & F4: Tenth Floor Plan
DM 4 31 P1 Block F3 & F4: Roof Floor Plan
DM 4 41 P1 Block G: First Floor Plan
DM 4 42 P1 Block G: Second Floor Plan
DM 4 20 P1 Block F3 & F4: Ground Floor Plan
DM 4 21 P1 Block F3 & F4: First Floor Plan
DM 4 22 P1 Block F3 & F4: Second Floor Plan
DM 4 23 P1 Block F3 & F4: Third Floor Plan
DM 6 18 D4 Balcony Study: Type 4 (1750-2000mm Depth)
DM 6 05 P3 Block G Bay Study
DM 6 02 P3 Block F2 Bay Study (Rear Facade)
DM 6 01 P3 Block F2 Bay Study
DM 6 00 P3 Block F1 Bay Study
DM 4 40 P3 Block G Ground Floor Plan
DM 4 16 P3 Block F2 Roof Floor Plan
DM 4 15 P3 Block F2 Fifth Floor Plan
DM 4 14 P3 Block F2 Fourth Floor Plan
DM 4 05 P3 Block F1 Roof Floor Plan
DM 4 04 P3 Block F1 Fourth Floor Plan
DM 4 03 P3 Block F1 Third Floor Plan
DM 2 03 P3 Block G Elevations
DM 2 01 P4 Block F1, F2, F3 & F4 North & East Elevations
DM 4 00 P4 Block F1 Ground Floor Plan
DM 4 01 P4 Block F1 First Floor Plan
DM 4 02 P4 Block F1 Second Floor Plan
DM 4 50 P2 Block H & I: Ground Floor Plan
DM 4 51 P2 Block H & I: First Floor Plan
DM 4 52 P2 Block H & I: Second Floor Plan
DM 4 53 P2 Block H & I: Third Floor Plan
DM 4 54 P2 Block H & I: Fourth Floor Plan
DM 4 55 P2 Block H & I: Fifth Floor Plan

SCHEDULE OF CONDITIONS

- 9 . DM 4 56 P2 Block H & I: Roof Floor Plan
- DM 1 08 P3 Block F1, G, H & I Fourth Floor Plan
- DM 1 06 P3 Block F1, G, H & I Third Floor Plan
- DM 1 09 P3 Block F2, F3, F4 Fourth Floor Plan
- DM 3 01 P1 Section DD, EE & FF
- DM 3 02 P1 Section GG & HH
- DM 4 10 P1 Block F2: Ground Floor Plan
- DM 4 11 P1 Block F2: First Floor Plan
- DM 6 06 P2 Block F2: Bay Study (Rear Facade)
- DM 6 03 P2 Block F3: Bay Study
- DM 6 04 P2 Block F4: Bay Study
- DM 6 07 P1 Block I: Bay Study
- DM 6 09 Block F2: Entrance Study (Rear Facade)
- DM 6 10 Block F1: Entrance Study
- DM 5 40 P1 Unit Types - M4.3 Adaptable Flats
- DM 5 41 P1 Unit Types - M4.3 Adaptable Flats
- DM 5 42 P1 Unit Types - M4.3 Adaptable Flats
- DM 6 06 P1 Block H: Bay Study
- DM 6 11 Block F2: Entrance Study
- DM 6 12 Block F3 & F4: Entrance Study
- DM 6 13 Block G: Entrance Study
- DM 6 14 Block H: Entrance Study
- DM 6 15 D5 Balcony Study: Type 1 (1500mm Depth)
- DM 6 16 D5 Balcony Study: Type 2 (1750mm Depth)
- DM 0 00 P1 Block F, G, H & I: Cover Page
- DM 0 20 P1 Block F1, F2, F3, F4, G, H & I: Constraints Plan
- DM 0 30 P1 Block F: Existing Survey Plan
- DM 0 31 P1 Block G: Existing Survey Plan
- DM 0 32 P1 Block H & I: Existing Survey Plan
- DM 0 40 P1 Block F: Demolition (1)
- DM 0 42 P1 Block H & I: Demolition (1)
- DM 1 01 P1 Block F2, F3, F4: Ground Floor Plan
- DM 1 03 P1 Block F2, F3, F4: First Floor Plan
- DM 3 00 P4 Section AA, BB & CC
- DM 4 43 P1 Block G: Third Floor Plan
- DM 4 44 P1 Block G: Fourth Floor Plan
- DM 4 45 P1 Block G: Roof Floor Plan
- DM 5 10 P1 Unit Types - 1B Flats
- DM 5 11 P1 Unit Types - 1B Flats
- DM 5 12 P1 Unit Types - 1B Flats
- DM 5 13 P1 Unit Types - 1B Flats
- DM 5 14 P1 Unit Types - 1B Flats
- DM 5 15 P1 Unit Types - 1B Flats
- DM 5 20 P1 Unit Types - 2B Flats
- DM 1 00 P4 Block F1, G, H & I Ground Floor Plan
- DM 1 02 P4 Block F1, G, H & I First Floor Plan
- DM 1 04 P4 Block F1, G, H & I Second Floor Plan
- DM 1 17 P3 Block F2, F3, F4 Tenth Floor Plan
- DM 1 16 P3 Block F2, F3, F4 Ninth Floor Plan
- DM 1 15 P3 Block F2, F3, F4 Eighth Floor Plan
- DM 1 14 P3 Block F2, F3, F4 Seventh Floor Plan
- DM 1 13 P3 Block F2, F3, F4 Sixth Floor Plan
- DM 1 12 P3 Block F1, G, H & I Roof Floor Plan
- DM 1 11 P3 Block F2, F3, F4 Fifth Floor Plan

SCHEDULE OF CONDITIONS

- 9 - DM 1 10 P3 Block F1, G, H & I Fifth Floor Plan
DM 2 00 P3 Block F1, F2, F3 & F4 South & West Elevations
DM 1 18 P3 Block F2, F3, F4 Roof Floor Plan
DM 6 17 D5 Balcony Study: Type 3 (2000mm Depth)
DM 2 02 P2 Block F3 & F4: North & South Elevations
DM 2 04 P2 Block H & I: Elevations
DM 4 24 P1 Block F3 & F4: Fourth Floor Plan
DM 5 21 P1 Unit Types - 2B Flats
DM 5 22 P1 Unit Types - 2B Flats
DM 5 23 P1 Unit Types - 2B Flats
DM 5 24 P1 Unit Types - 2B Flats
DM 5 25 P1 Unit Types - 2B Flats
DM 5 26 P1 Unit Types - 2B Flats
DM 5 30 P1 Unit Types - 3B Flats
DM 5 31 P1 Unit Types - 3B Flats
DM 5 32 P1 Unit Types - 3B Flats
DM 5 33 P1 Unit Types - 3B Flats
MA 8 02 P2 Block B balcony types along Sandow Square
MA 8 03 P2 Block B
MA 8 05 P2 Block B corner accent balconies
MA 6 36 P2 Block B: Balcony Type F1
MA 8 09 P2 Block B podium garden view facing North
MA 8 10 P2 View from Coffee Park looking towards Block B
MA 1 01 P4 Block B Ground & First Floor Plan
MA 1 02 P4 Block B Second & Third Floor Plan
MA 1 03 P4 Block B Fourth & Fifth Floor Plan
MA 1 04 P4 Block B Sixth and Seventh Floor Plan
MA 1 05 P4 Block B Eighth and Ninth Floor Plan
MA 1 06 P4 Block B Tenth & Roof Floor Plan
MA 2 01 P4 Block B Elevations (1)
MA 2 02 P4 Block B Elevations (2)
MA 2 03 P4 Block B Perspective Elevations
MA 3 01 P4 Block B Sections (1)
MA 6 13 P2 Block B: Bay Study (3)
MA 6 16 P2 Block B: Bay Study Elevations
MA 5 52 P1 Block B: Unit Type - Accessible Flats
MA 5 53 P1 Block B: Unit Type - Accessible Flats
MA 5 54 P1 Block B: Unit Type - Accessible Flats
MA 6 12 P1 Block B: Bay Study (2)
MA 6 03 P1 Block B: Entrance Lobby (3)
MA 6 14 P1 Block B: Bay Study (4)
MA 6 15 P1 Block B: Bay Study (5)
MA 6 20 P1 Block B: Details (1)
MA 6 30 P1 Block B: Balconies
MA 6 31 P1 Block B: Balcony Type A1-A2
MA 6 32 P1 Block B: Balcony Type A3-B1
MA 6 33 P1 Block B: Balcony Type B2-C1
MA 6 34 P1 Block B: Balcony Type D1-D2
MA 5 42 P1 Block B: Unit Type - 3 Bed Duplexes
MA 5 51 P1 Block B: Unit Type - Accessible Flats
MA 5 41 P1 Block B: Unit Type - 3 Bed Duplexes
MA 5 40 P1 Block B: Unit Type - 3 Bed Duplexes
MA 5 32 P1 Block B: Unit Type - 3 Bed Flats
MA 5 31 P1 Block B: Unit Type - 3 Bed Flats

SCHEDULE OF CONDITIONS

- 9 . MA 5 30 P1 Block B: Unit Type - 3 Bed Flats
MA 5 24 P1 Block B: Unit Type - 2 Bed Flats
MA 5 25 P1 Block B: Unit Type - 2 Bed Flats
MA 5 50 P1 Block B: Unit Type - Accessible Flats
MA 6 05 P1 Block B: Entrance Podium (1)
MA 6 06 P1 Block B: Entrance Podium (2)
MA 6 41 P1 Block B: Bin Storage
MA 6 40 P1 Block B: Typical Bin Storage
MA 6 37 P1 Block B: Balcony Type F2-F3
MA 6 35 P1 Block B: Balcony Type D3-E1
MA 5 21 P1 Block B: Unit Type - 2 Bed Flats
MA 5 20 P1 Block B: Unit Type - 2 Bed Flats
MA 5 23 P1 Block B: Unit Type - 2 Bed Flats
MA 5 10 P1 Block B: Unit Type - 1 Bed Flats
MA 5 11 P1 Block B: Unit Type - 1 Bed Flats
MA 5 12 P1 Block B: Unit Type - 1 Bed Flats
MA 5 22 P1 Block B: Unit Type - 2 Bed Flats
MA 1 00 P2 Block B: Basement Floor Plan
MA 6 01 P2 Block B: Entrance Lobby (1)
MA 6 02 P2 Block B: Entrance Lobby (2)
MA 6 11 P2 Block B: Bay Study (1)
MA 6 39 P2 Block B: Waste & Cycle Diagrams
MA 6 42 P2 Block B: Cycle Storage
HB 1 00 P2 Block C & D Ground Floor Plan
HB 1 01 P3 Block C & D First Floor Plan
HB 1 02 P3 Block C & D Second Floor Plan
HB 1 03 P3 Block C & D Third Floor Plan
HB 1 04 P2 Block C & D Fourth Floor Plan
HB 1 05 P2 Block C & D Fifth Floor Plan
HB 1 06 P2 Block C & D Sixth Floor Plan
HB 1 07 P2 Block C & D Seventh Floor Plan
HB 1 08 P2 Block C & D Eighth Floor Plan
HB 1 09 P2 Block C & D Roof Floor Plan
HB 1 10 P3 Block E Ground & First Floor Plan
HB 1 11 P2 Block E Second & Third Floor Plan
HB 1 12 P2 Block E Fourth & Fifth Floor Plan
HB 1 13 P2 Block E Sixth & Seventh Floor Plan
HB 1 14 P2 Block E Eighth & Ninth Floor Plan
HB 1 15 P2 Block E Tenth & Roof Floor Plan
HB 1 16 P2 Block C and D Ninth Floor Plan
HB 2 00 P3 Block C1 All Floor Plans
HB 2 01 P3 Block C2 All Floor Plans
HB 2 02 P2 Block C3 All Floor Plans
HB 2 03 P4 Block C4 All Floor Plans
HB 2 04 P3 Block C5 All Floor Plans
HB 2 05 P2 Block C6 All Floor Plans
HB 2 06 P4 Block D1, D4 All Floor Plans
HB 2 08 P1 Block D3_Ground, First & Second
HB 2 09 P4 Block E1 All Floor Plans
HB 2 10 P4 Block E2, E3 All Floor Plans
HB 4 01 P3 Elevation - Milk Street East
HB 5 06 P1 Bay Study - E1 Bridge
HB 5 12 P1 Bay Study - C6 Block
HB 6 01 P1 Block C& D : Podium Deck and Accessible Roof Terraces

SCHEDULE OF CONDITIONS

- 9 - HB 6 02 P1 Servicing Strategy
HB 6 03 P1 Cycle Strategy
HB 1 11 P1 Block E: Second & Third Floor Plan
HB 3 02 P1 Unit Type - 1 Bed Flats
HB 3 03 P1 Unit Type - 2 Bed Flats
HB 3 04 P1 Unit Type - 2 Bed Duplexes
HB 3 05 P1 Unit Type - 3 Bed Flats
HB 3 06 P1 Unit Type - 3 Bed Duplexes
HB 3 09 P1 Unit Type - 1 Bed Accessible Flats
HB 3 10 P1 Unit Type - 2 Bed Accessible Flats
HB 3 13 P1 Unit Type - 3 Bed Duplexes (2)
HB 3 14 P1 Unit Type - 2 Bed Flats (2)
HB 3 12 P1 Typical Entrance Lobbies
HB 5 04 P1 Bay Study - E1 Block
HB 5 00 P1 Bay Study - Roof Extension
HB 5 01 P1 Bay Study - Typical Block
HB 5 03 P1 Bay Study - C3 Block
HB 5 07 P2 Bay Study - 2 Bed Standard
HB 5 08 P2 Bay Study - Energy Centre
HB 7 00 P2 View along Milk Street along D1 and D2
HB 7 01 P2 View towards Block C2 entrance
HB 7 03 P2 Block C4 view from Canal Street and Sandow Square
HB 7 04 P2 Block C podium garden view
HB 7 05 P2 Block C6 view along Nestles Avenue
HB 7 07 P2 Block C3 view from Sandow Square
HB 7 08 P2 Block C2 corner balconies
HB 7 12 P2 View of Block C6 Entrance
HB 4 02 P3 Elevation - Nestles Avenue South
HB 4 03 P3 Elevation - Milk Street West
HB 4 04 P3 Elevation - Sandow Square North
HB 4 05 P3 Elevation Canal Street East
HB 4 06 P3 Elevation - Milk Yard West
HB 4 09 P2 Elevation - Nestles Avenue North
HB 4 10 P2 Elevation - E1
HB 4 07 P2 Section - Podium Garden South
HB 4 08 P2 Section - Podium Garden North/East
HB 5 02 P2 Bay Study - Entrance
HB 5 13 P2 Bay Study - Sandow Square E3
HB 0 00 P1 Site Overview Plan
C151867/C/001 P6 Proposed Drainage Strategy Sheet 1
C151867/C/002 P6 Drainage Layout Sheet 2
C151867/C/100 P2 Existing Catchment Areas
C151867/C/101 P10 Proposed Drainage Catchment Area to TW
C151867/C/102 P10 Proposed SW Attenuation
C151867/C/104 P6 Proposed Drainage Catchment Area to Canal
C151867/C/109 P3 Sections
C151867/C/110 P1 Exceedence Flood Water Storage Locations
C151867/C/111 P1 Ingress and Egress and Flood Water

and shall thereafter be retained/maintained for as long as the development remains in existence.

REASON

To ensure the development complies with the provisions of the Hillingdon Local

SCHEDULE OF CONDITIONS

9 · Plan: Part Two Saved UDP Policies (November 2012) and the London Plan (2016)

10 · RESIDENTIAL CONDITION

Notwithstanding the plans hereby approved, all locally listed boundary railings, gates, plinths, gate piers and lanterns shall be retained.

Prior to the commencement of Phase 1 (MP 7 60 Rev. 04) of the residential development a protection method statement for these retained structures within the residential land shall be submitted to and agreed in writing with the Local Planning Authority.

Prior to the commencement of any superstructure works of Phase 1 of the residential development, a schedule of repairs and a management plan for future maintenance shall be submitted to and agreed in writing with the Local Planning Authority.

REASON

To safeguard the special architectural and historic character and appearance of the Botwell Nestle Conservation Area and the locally listed front boundary treatment, in accordance with Policies BE4 and BE8 of the Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012).

11 · RESIDENTIAL CONDITION

Prior to occupation of Phase 1c of the residential development hereby approved, a suitable assessment and confirmation that the Canal wall relating to land within the residential land where defects and holes identified within the drainage strategy and subsequent survey submitted have been rectified.

This shall be submitted to, and approved in writing by the Local Planning Authority and implemented as per the approved details.

REASON:

To ensure that surface water run off is controlled appropriately on site to ensure the development does not increase the risk of flooding contrary to:

- Policy EM6 Flood Risk Management in Hillingdon Local Plan: Part 1- Strategic Policies (Nov 2012),
- Policy 5.12 Flood Risk Management of the London Plan (March 2016) and To be handled as close to its source as possible in compliance with Policy 5.13
- Sustainable Drainage of the London Plan (March 2016), and · National Planning Policy Framework (March 2012), and the · Planning Practice Guidance (March 2014).

SCHEDULE OF CONDITIONS

12 RESIDENTIAL CONDITION

Prior to the commencement of development, including any works of site clearance and demolition, details of the contracts for demolition works and the demolition strategy including phasing covering the conservation area and locally listed buildings on the entire site (Residential Land) must be submitted to and approved in writing by the Local Planning Authority, details to include:

- a) Evidence of the contracts or sub-contract(s) placed to demonstrate the timely commencement and completion of demolition works for the Residential Land;
- b) A full programme of demolition works, including phasing as appropriate for the Residential Land to be submitted and agreed.
- c) The programme of works on the site shall be carried out in complete accordance with the details approved unless otherwise agreed in writing with the Local Planning Authority;
- d) No development shall take place on the Residential Land (including works of site clearance and demolition to the locally listed buildings) until the Local Planning Authority has approved the Demolition Strategy.
- e) No development shall take place on the Residential Land (including works of site clearance and demolition to the locally listed buildings) until the approved Heritage Assets Recording works in accordance with Condition 5 has been completed (phased) and approved by the LPA.

REASON

To safeguard the recording of the conservation area and structural integrity of the retained locally listed buildings in accordance with Policy BE8 of the Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012).

SCHEDULE OF CONDITIONS

13 RESIDENTIAL CONDITION

No site clearance, demolition works or construction work shall take place on any residential phase identified on drawing no. MP760 rev 04, until the following details for that phase have been submitted to, and approved in writing by, the Local Planning Authority with respect to:

1. A method statement outlining the sequence of development on the site including demolition, building works and tree protection measures for that phase.
2. Detailed drawings showing the position and type of fencing to protect the entire root areas/crown spread of trees, hedges and other vegetation to be retained for that phase shall be submitted to the Local Planning Authority for approval. No site clearance works demolition or development shall be commenced until these drawings have been approved and the fencing has been erected in accordance with the details approved. Unless otherwise agreed in writing by the Local Planning Authority such fencing should be a minimum height of 1.5 metres.

Thereafter, the development on each phase shall be implemented in accordance with the approved details for that phase. The fencing shall be retained in position until that phase of development is completed.

The area within the approved protective fencing shall remain undisturbed during the course of the works and in particular in these areas:

- 2.a There shall be no changes in ground levels without suitable mitigation measures approved by the Local Planning Authority;
- 2.b No materials or plant shall be stored without suitable mitigation measures approved by the Local Planning Authority;
- 2.c No buildings or temporary buildings shall be erected or stationed without suitable mitigation measures approved by the Local Planning Authority;
- 2.d No materials or waste shall be burnt without suitable mitigation measures approved by the Local Planning Authority; and
- 2.e No drain runs or other trenches shall be dug or otherwise created, without the prior written consent of the Local Planning Authority.

REASON

To ensure that trees and other vegetation can and will be retained on site and not damaged during construction work and to ensure that the development conforms with policy BE38 Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012).

14 RESIDENTIAL CONDITION

Prior to the first occupation of each phase, new dwellings (Use Class C3), hereby approved shall have been constructed to include water saving and efficiency measures that comply with Regulation 36(2)(b) of Part G 2 of the Building Regulations to ensure that a maximum of 110 litres (including a fixed factor of water for outdoor use of 5 litres/ person/ day) of water is consumed per person per day. The development shall be maintained as such in perpetuity thereafter.

REASON

To Conserve water supplies in accordance with Policy 5.15 Water use and supplies of the London Plan (March 2016).

SCHEDULE OF CONDITIONS

15 . RESIDENTIAL CONDITION

Prior to the commencement of superstructure works for each residential phase of development, a detailed ecology enhancement plan for that phase shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall demonstrate how that phase of residential development will be best designed to deliver ecological improvements, and shall demonstrate (but not limited to) the inclusion of specific planting to improve conditions for wildlife; artificial habitats in the landscaped areas and the fabric of the buildings; areas of planting along or near to the canal to promote wildlife corridors; and habitat walls and refuge in strategically located positions.

The development of that phase must proceed in accordance with the approved plan unless otherwise agreed in writing with the Local Planning Authority.

REASON

To ensure the development contributes to a positive gain in ecological value in accordance with Policy EM8 of the Local Plan.

SCHEDULE OF CONDITIONS

16 · RESIDENTIAL CONDITION

Prior to the commencement of development, including any works of site clearance and demolition, details of the contracts for part-demolition works and the demolition strategy covering the Canteen Building on the Residential Land must be submitted to and approved in writing by the Local Planning Authority, details to include:

- a) Evidence of the contracts or sub-contract(s) placed to demonstrate the timely commencement and completion of part-demolition works for the Canteen Building;
- b) A full programme of part-demolition works, including phasing as appropriate to preserve the remaining Canteen Building to be submitted and agreed.
- c) The locations and details of cut lines and propping, with scaled plans, sections and details would need to be submitted for the following to ensure that the remaining Canteen Building's stability will not be compromised;
- d) Details as to how the retained Canteen Building will be protected to ensure its integrity over the duration of the construction period;
- e) The programme of works on the site shall be carried out in complete accordance with the details approved unless otherwise agreed in writing with the Local Planning Authority;
- f) No development shall take place on the Residential Land (including works of site clearance and demolition to the locally listed buildings) until the Local Planning Authority has approved the Demolition Strategy.
- g) No development shall take place on the Residential Land (including works of site clearance, demolition to the locally listed buildings and Canteen Building) until the approved Heritage Assets Recording works in accordance with Condition 5 has been completed (phased) and approved by the LPA..

REASON

To safeguard the structural integrity of the remaining locally listed Canteen Building in accordance with Policy BE8 of the Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012).

SCHEDULE OF CONDITIONS

17 - RESIDENTIAL CONDITION

Prior to the commencement of any superstructure works for each residential phase of development, a Bird Hazard Management Plan for that phase shall be submitted to and approved in writing by the Local Planning Authority in consultation with BAA safeguarding. The submitted plan shall include details of:

- Management of any flat/shallow pitched/green roofs on buildings within the site which may be attractive to nesting, roosting and "loafing" birds. The management plan shall comply with Advice Note B 'Potential Bird Hazards from Building Design' attached * See para below for further information *

The Bird Hazard Management Plan shall be implemented as approved for that phase and shall remain in force for the life of the building in that phase. No subsequent alterations to the plan are to take place unless first submitted to and approved in writing by the Local Planning Authority.

REASON

It is necessary to manage the flat roofs in order to minimise its attractiveness to birds which could endanger the safe movement of aircraft and the operation of Heathrow Airport.

18 - RESIDENTIAL CONDITION

Prior to the commencement of any superstructure works for each residential phase of development details of security measures to minimise the risk of crime and to meet the specific security needs of that phase shall be submitted for that phase and approved in writing by the Local Planning Authority, in consultation with the Metropolitan Police.

Any security measures to be implemented in compliance with this condition shall reach the standard necessary to achieve the 'Secured by Design' accreditation awarded by the Hillingdon Metropolitan Police Crime Prevention Design Adviser (CPDA) on behalf of the Association of Chief Police Officers (ACPO). The approved measures shall be implemented before the development in that phase is occupied and thereafter retained.

REASON

In pursuance of the Council's duty under section 17 of the Crime and Disorder Act 1998 to consider crime and disorder implications in exercising its planning functions; to promote the well being of the area in pursuance of the Council's powers under section 2 of the Local Government Act 2000, to reflect the guidance contained in the Council's SPG on Community Safety By Design and to ensure the development provides a safe and secure environment in accordance with London Plan (2016) Policies 7.1 and 7.3

SCHEDULE OF CONDITIONS

19 · RESIDENTIAL CONDITION

1. Prior to the commencement of development of any residential phase of development, the following shall be submitted to and approved in writing by the Local Planning Authority and by the Radar Operator - NATS (En-route) plc and BAA Safeguarding either:

- detailed plans for the proposed buildings in that individual phase, demonstrating that there would be no detrimental impact upon the operation of the Heathrow H10 SSR Radar; OR,
- details of a 'Radar Mitigation Scheme' (including a timetable for its implementation during construction) to mitigate any detrimental impact upon the Heathrow H10 SSR Radar.

2. Where a 'Radar Mitigation Scheme' has been required, no construction above 5m above ground level shall take place on site, unless the 'Radar Mitigation Scheme' has been implemented. Development shall not take place other than in complete accordance with such a scheme as so approved unless the planning authority and NATS (En-route) plc have given written consent for a variation.

REASON

To ensure the development does not endanger the safe movement of aircraft or the operation of Heathrow Airport through interference with communication, navigational aids and surveillance equipment.

20 · RESIDENTIAL CONDITION

Prior to the commencement of any superstructure works for each residential phase of development, full details of soft and water landscaping works for that phase shall be submitted to and approved in writing by the Local Planning Authority in consultation with BAA safeguarding, details must comply with Advice Note 3, 'Potential Bird Hazards from Amenity Landscaping & Building Design' available at [www.aoa.org.uk/operations & safety/safeguarding. asp](http://www.aoa.org.uk/operations%20&%20safety/safeguarding.asp)). These details shall include:

- The species, number and spacing of trees and shrubs

No subsequent alterations to the approved landscaping schemes are to take place unless submitted to and approved in writing by the Local Planning Authority. The schemes shall be implemented as approved.

REASON

To avoid endangering the safe movement of aircraft and the operation of Heathrow Airport through the attraction of birds and an increase in the bird hazard risk of the application site.

21 · RESIDENTIAL CONDITION

Prior to the commencement of development within the residential development hereby approved, full details of a "Crane Operation Plan" shall be submitted to and approved in writing by the Local Planning Authority in consultation with the "Radar Operator" (NATS) and BAA Safeguarding. Construction at the site shall only thereafter be operated in accordance with the approved "Crane Operation Plan".

REASON

In the interests of Air Traffic Safety and of the operations of NATS En-route PLC

SCHEDULE OF CONDITIONS

22 · RESIDENTIAL CONDITION

1) Where vibro-compaction/displacement piling plant is to be used in any part of the residential development, a method statement detailing the use of such machinery and a method statement must be submitted to and approved in writing by the Local Planning Authority in consultation with Network Rail, prior to the commencement of works. Thereafter, the works shall only be carried out in accordance with the approved method statement.

2) All excavations / earthworks carried out in the vicinity of Network Rail's property / structures must be designed and executed such that no interference with the integrity of that property / structure can occur. If temporary compounds are to be located adjacent to the operational railway, these should be included in a method statement for approval by Network Rail. Prior to commencement of works, full details of excavations and earthworks to be carried out near the railway undertaker's boundary fence should be submitted for approval of the Local Planning Authority acting in consultation with the railway undertaker and the works shall only be carried out in accordance with the approved details. Where development may affect the railway, consultation with the Asset Protection Engineer should be undertaken.

REASON

To safeguard the operational requirements of Network Rail and the strategic rail infrastructure.

23 · RESIDENTIAL CONDITION

Prior to the commencement of superstructure works for each phase of development a scheme which specifies the provisions to be made for the control of noise emanating from the site has been submitted to and approved in writing by the Local Planning Authority. The scheme shall include such combination of physical, administrative measures, and or noise limits and other measures as may be approved by the Local Planning Authority. Thereafter, the scheme shall be implemented and maintained in full compliance with the approved measures.

REASON:

To safeguard the amenity of the surrounding area in accordance with policy OE1 of the Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012).

SCHEDULE OF CONDITIONS

24 · RESIDENTIAL CONDITION

Prior to the commencement of the superstructure, full details of all external lighting proposals for that phase shall be submitted and to and approved in writing by the Local Planning Authority, in consultation with the Canals and Rivers Trust and Network Rail. The details shall include the location, height, type and direction of light sources and intensity of illumination. The approved scheme for a phase shall not thereafter be altered without the prior consent in writing of the Local Planning Authority in consultation with the Canals and Rivers Trust and Network Rail other than for routine maintenance which does not change its details.

REASON

To safeguard the amenity of surrounding properties in accordance with policies BE13 and OE1 Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012); and to protect the ecological value of the area in accordance with Policy EC3.

25 · RESIDENTIAL CONDITION

The rating level of noise emitted from the plant and/or machinery hereby approved shall be at least 5 dB below the existing background noise level. The noise levels shall be determined at the nearest residential property. The measurements and assessment shall be made in accordance with British Standard 4142:2014.

A post installation noise assessment shall be carried out where required to confirm compliance with the noise criteria and additional steps to mitigate noise shall be taken, as necessary. Approved details shall be implemented prior to occupation of the development and thereafter be permanently retained.

REASON

To safeguard the amenity of the surrounding area in accordance with policy OE1 of the Hillingdon Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012).

26 · RESIDENTIAL CONDITION

Prior to the commencement of superstructure works for Phase 1 of the residential development a scheme for protecting Blocks F1 of the development from noise from the service yards of Units 1 and 4 shall be submitted to and approved in writing by the Local Planning Authority and approved in writing. All works which form part of the scheme by virtue of mitigation shall be fully implemented before the development is occupied and thereafter shall be retained and maintained in good working order for so long as the building remains in use.

REASON

To ensure that the amenity of the occupiers of the proposed development is not adversely affected by (road traffic) (rail traffic) (air traffic) (other) noise in accordance with policy OE5 Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012) and London Plan (2016) Policy 7.15.

SCHEDULE OF CONDITIONS

27 · RESIDENTIAL CONDITION

Prior to the commencement of superstructure works for the relevant phase of the residential development a scheme for protecting Blocks D and E of the development from noise from the Squirrels Industrial Estate shall be submitted to and approved in writing by the Local Planning Authority and approved in writing. All works which form part of the scheme by virtue of mitigation shall be fully implemented before the development is occupied and thereafter shall be retained and maintained in good working order for so long as the building remains in use.

REASON

To ensure that the amenity of the occupiers of the proposed development is not adversely affected by (road traffic) (rail traffic) (air traffic) (other) noise in accordance with policy OE5 Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012) and London Plan (2016) Policy 7.15.

28 · RESIDENTIAL CONDITION

Prior to the commencement of any residential phase of development, a Construction Environmental Management Plan (CEMP) shall be submitted to, and approved in writing by, the Local Planning Authority in consultation with the Canals and Rivers Trust. The CEMP shall comprise such combination of measures for controlling the effects of demolition, construction and enabling works associated with the development as may be approved by the Local Planning Authority. The CEMP shall address issues including the phasing of the works, hours of work, noise and vibration, air quality, waste management, site remediation, plant and equipment, site transportation and traffic management including routing, signage, permitted hours for construction traffic and construction materials deliveries. It will ensure appropriate communication with, the distribution of information to, the local community and the Local Planning Authority relating to relevant aspects of construction. Appropriate arrangement should be made for monitoring and responding to complaints relating to demolition and construction. All demolition, construction and enabling work at the development shall be carried out in accordance with the approved CEMP unless otherwise agreed in writing by the LPA.

REASON

To safeguard the amenity of surrounding areas in accordance with policy OE5 of the Local Plan: Part Two Saved UDP Policies (November 2012).

29 · RESIDENTIAL CONDITION

Prior to the commencement of the superstructure, a residential parking allocation scheme shall be submitted to, and approved in writing by, the Local Planning Authority. The car parking shall remain allocated for the use of the units in accordance with the approved scheme and remain under this allocation for the life of the development. There shall be no sale or rental of parking spaces to any third parties.

REASON

To ensure that an appropriate level of car parking provision is provided on site in accordance with Policy AM14 Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012) and Chapter 6 of the London Plan (2016).

SCHEDULE OF CONDITIONS

30 · RESIDENTIAL CONDITION

Prior to the commencement of each residential phase of development, plans of the site showing the existing and proposed ground levels and the proposed finished floor levels of all proposed buildings shall be submitted to and approved in writing by the Local Planning Authority. Such levels shall be shown in relation to a fixed and known datum point. Thereafter the development shall not be carried out other than in accordance with the approved details.

REASON

To ensure that the development relates satisfactorily to adjoining properties in accordance with policy BE 13 Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012)

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SCHEDULE OF CONDITIONS

31 RESIDENTIAL CONDITION

(i) The development of each residential phase shall not commence until a scheme to deal with contamination in that phase has been submitted to the Local Planning Authority (LPA) in accordance with the Supplementary Planning Guidance Document on Land Contamination, and approved by the LPA. All works which form part of the remediation scheme shall be completed before any part of the development is occupied or brought into use unless the Local Planning Authority dispenses with any such requirement specifically and in writing.

The scheme shall include all of the following measures unless the Local Planning Authority dispenses with any such requirement specifically and in writing:

- (a) A desk-top study carried out by a competent person to characterise the site and provide information on the history of the site/surrounding area and to identify and evaluate all potential sources of contamination and impacts on land and water and all other identified receptors relevant to the site;
- b) A site investigation, including where relevant soil, soil gas, surface and groundwater sampling, together with the results of analysis and risk assessment shall be carried out by a suitably qualified and accredited consultant/contractor. The report should also clearly identify all risks, limitations and recommendations for remedial measures to make the site suitable for the proposed use; and
- (c) A written method statement providing details of the remediation scheme and how the completion of the remedial works for each phase will be verified shall be agreed in writing with the LPA prior to commencement of each phase, along with the details of a watching brief to address undiscovered contamination. No deviation shall be made from this scheme without the express agreement of the LPA prior to its implementation.

(ii) If during remedial or development works contamination not addressed in the submitted remediation scheme is identified an addendum to the remediation scheme shall be agreed with the LPA prior to implementation; and

(iii) Upon completion of the approved remedial works, this condition will not be discharged for each phase until a comprehensive verification report has been submitted to and approved by the LPA. The report shall include the details of the final remediation works and their verification to show that the works for each phase have been carried out in full and in accordance with the approved methodology.

(iv) No contaminated soils or other materials shall be imported to the site. All imported soils for landscaping purposes shall be clean and free of contamination. Before any part of the development is occupied, all imported soils shall be independently tested for chemical contamination, and the results of this testing shall be submitted and approved in writing by the Local Planning Authority. All soils used for gardens and/or landscaping purposes shall be clean and free of contamination.

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 the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors in accordance with policy OE11 of the Hillingdon Unitary Development Plan Saved Policies (September 2007).

SCHEDULE OF CONDITIONS

32 RESIDENTIAL CONDITION

Prior to the commencement of any residential development hereby approved a Risk Assessment and Method Statement outlining all works to be carried out adjacent to the canal must be submitted and approved in writing by the Local Planning Authority in consultation with the Canals and Rivers Trust. This will include any work to, or likely to affect, the waterway wall and a survey of the condition of the wall.

REASON

To ensure the proposed construction works do not have any adverse impact on the safety of waterway users and the integrity of the canal, in accordance with policies 7.24, 7.25, 7.26, 7.27 and 7.28 of the London Plan (2016).

33 RESIDENTIAL CONDITION

Prior to the commencement of any superstructure works for each residential phase of development full details of the proposed hard and soft landscaping, including ground levels, planting plans, materials and maintenance arrangements, shall be submitted to and approved in writing by the Local Planning Authority in consultation with the Canals and Rivers Trust. The landscaping shall be carried out in accordance with the approved details.

REASON

In the interests of visual amenity and biodiversity of the Blue Ribbon Network and the adjacent public realm.

34 RESIDENTIAL CONDITION

Each residential phase of the development hereby approved shall not be occupied until the cycle parking spaces for that phase are provided in accordance with the approved plans for use by future occupiers of the residential units. In addition details of a minimum 4 visitor spaces for the residential accommodation and a minimum 9 cycle spaces for the commercial use shall be submitted in writing and approved by the Local Planning Authority. Thereafter, these cycle parking spaces shall be permanently retained, unless otherwise agreed in writing by the Local Planning Authority.

REASON

To ensure that the development provides a quantum of cycle parking in accordance with policy 6.9 of the London Plan (2016).

SCHEDULE OF CONDITIONS

35 - RESIDENTIAL CONDITION

Prior to the occupation of any residential phases of the development hereby approved, 10% of the units shall meet the standards for M4(3) 'wheelchair user dwellings' and the remainder shall meet the standards for M4(2) 'Accessible and adaptable dwellings' as set out in Approved Document M to the Building Regulations (2015).

REASON

To ensure an appropriate standard of housing stock is achieved and maintained which meet the needs of disabled and elderly people in accordance with policies 3.1, 3.8, and 7.2 of the London Plan (2016) and the National Planning Policy Framework (2012).

36 - RESIDENTIAL CONDITION

Prior to the occupation of any phase of the residential development details showing the location of 10% of accessible parking spaces serving the affordable housing units within that phase shall be submitted to and approved in writing by the LPA.

Details showing the location of 4% of accessible parking spaces serving the market housing shall be submitted to and approved in writing by the LPA.

All approved accessible bays should be located in close proximity to the accessible units they serve and shall be marked out prior to first occupation. These disabled bays shall be marked out and in place prior to occupation of any given residential phase and shall remain in place in perpetuity.

Details of the drop off points for door-to-door service providers (such as Dial-A-Ride)

Full details of a review of accessible parking demand shall be submitted and approved by the Local Planning Authority prior to first occupation of any residential unit. This review will assess the need to increase accessible parking provision to 10% for market housing units.

REASON

To meet the objectives of policy AM14 of the Hillingdon Local Plan: Part 2 - Saved UDP Policies (2012) and Chapter 6 of the London Plan (2016).

SCHEDULE OF CONDITIONS

37 · RESIDENTIAL CONDITION

Prior to the commencement of any superstructure works for each residential phase of development, full details of the carbon reduction measures that conform to the energy strategy (Energy Statements, Sep 2017, ESC54738 Issue 4) shall be submitted and approved in writing by the Local Planning Authority. These shall include:

- 1 - Full details of the baseline energy and carbon performance of each phase of the development
- 2 - Full details of the passive energy savings measures (Be Lean - London Plan)
- 3 - Full details of the combined heat and power systems including:
 - a - full plans and specifications of the technology
 - b - the phasing of the installation of the network which includes the delivery of main necessary energy centre in phase one
 - c - the input and output (annual KgCO₂ and KwHr) of the CHP system
 - d - the onsite network connection
 - e - the future proofing for offsite connections
 - f - monitoring, reporting and maintenance regimes.
- 4 - Full details and specifications, including relevant plans and elevations of any additional low or zero carbon technology to be utilised in the site.

The development must proceed in accordance with the approved details unless otherwise agreed in writing with the Local Planning Authority.

REASON

To ensure the development contributes a CO₂ reduction in accordance with the London Plan Policy 5.2.

38 · RESIDENTIAL CONDITION

Prior to commencement of superstructure works within Block D of the residential development, a detailed scheme for the Energy Centre within Block D shall be submitted to and approved by the Local Planning Authority. The scheme shall provide full specifications for the technology to be used as well as details of the piping network throughout the site (including allowances for offsite connections for future developments). It shall also include specifications of the CHP unit to be installed, when it will come online, and how this will be linked to the rest of the development site including calculations showing the impacts on CO₂ and energy reduction. Finally the scheme shall include details for maintenance of the operation of the energy centre as well as methods for measuring and reporting its performance. The development must proceed in accordance with the approved scheme and accompanying plans.

REASON

To ensure the development contributes a minimum reduction in CO₂ emissions in order to mitigate against climate change in accordance with London Plan 2016 Policy 5.2.

SCHEDULE OF CONDITIONS

39 - RESIDENTIAL CONDITION

Prior to the commencement of superstructure works on any phase of the residential development, a Delivery and Servicing Plan shall be submitted and approved in writing by the Council.

Thereafter, the proposed works shall be implemented and carried out in accordance with the approved details.

REASON

To ensure that appropriate mitigation is provided to the surrounding highway network as a result of the proposed development in accordance with policy AM14 of the Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012) and Chapter 6 of the London Plan (2016).

40 - RESIDENTIAL CONDITION

Prior to the commencement of superstructure works for each phase of the residential development a Waste Management Plan for the development shall be submitted and approved in writing by the Council. Thereafter, the proposed works shall be implemented and carried out in accordance with the approved details.

REASON

To comply with the Hillingdon Design & Accessibility Statement (HDAS) Supplementary Planning Document: "Residential Layouts" (May 2006) and for the convenience of residents in accordance with Policy OE3 of the Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012).

41 - RESIDENTIAL CONDITION

Notwithstanding the details submitted, prior to the commencement of superstructure works for each residential phase of development, full details including the height, colour and materials shall be submitted for the following:

- Balcony privacy screens
- Louvres to be provided on windows in corner locations to mitigate overlooking between habitable rooms (Block G, F1, F3, F4, B3, B4, B5, B7, B8, B9, E3, E4, D4, D1, D2, D3, C2, C3, C4, C6, C1).
- Or other design solution.

The approved details shall be implemented prior to first occupation of the flats in each phase hereby approved and shall be retained thereafter.

REASON

To safeguard the amenity of future occupiers in accordance with policy BE24 of the Hillingdon Local Plan: Part 2 Saved UDP Policies (November 2012).

SCHEDULE OF CONDITIONS

42 · RESIDENTIAL CONDITION

Prior to the commencement of relevant works associated with Block F1 on the Residential Land, the following details shall be submitted to and approved in writing by the Local Planning Authority:

- a. Notwithstanding drawings DM-2-03 rev P3 and DM-2-01 Block F1, F2, F3 & F4 north & east elevations rev P3, full details and a schedule of all materials, external finishes and colours to the building, including samples of ceramic 'pistachio' tiles.
- b. Schedule of repairs, methodology and internal insulation details for retained facade and tower, with a conservation maintenance, repair and management plan
- c. Detail of connection between new structure and retained facade for all floors, including the additional storey.
- d. Scaled details for all windows and doors, in elevation and section at 1:20, including louvre windows
- e. Notwithstanding the floor plan which shows this wall removed, reinstatement of the war memorial on its original wall within the tower building or agreed position within the tower building, with the local planning authority, if the wall is removed
- f. Details and samples of materials proposed for the external finish of the 5th storey
Scaled details for the balconies and parapet in elevation and section at 1:20
- g. Details of rainwater goods, external pipes, flues and rooftop plant
- h. Notwithstanding the submitted floor plans, retention of the original doors (internal, external and fanlights), interior walls, stair handrails and internal finishes to floors and ceilings to the tower
- i. Details of vehicle access way and refuse doors
- j. Retention and repair of existing flag poles

REASON

To safeguard the architectural and historic interest of the tower and facades of the building in accordance with Policy BE8 of the Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012).

43 · RESIDENTIAL CONDITION

The construction of the new building comprising of Block F1 behind the retained facades shall be entirely completed in accordance with approved plans and details, prior to the occupation of Phases 4 of the Residential Land.

REASON

To safeguard the structure of the retained facades and tower of the locally listed factory in accordance with Policy BE8 of the Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012).

SCHEDULE OF CONDITIONS

44 RESIDENTIAL CONDITION

Prior to the commencement of relevant works associated with Block F2 on the Residential Land, the following details shall be submitted to and approved in writing by the Local Planning Authority:

- a. Notwithstanding drawings DM-2-03 rev P3 and DM-2-01 Block F1, F2, F3 & F4 north & east elevations rev P3, full details, including a schedule of all materials and samples of external finishes and colours to the building
- b. A brick panel, demonstrating bonding and mortar mix, to be built on site and agreed prior to the commencement of the construction work.
- c. Detailed drawings at 1:20 scale of windows, doors, parapet, plinth, capitals and lettering
- d. Details of rainwater goods, external pipes and flues and plants
- e. Details of junction of Block F2 with Block F1 and Block F3, in elevation and section at 1:20 scale.

REASON

To safeguard the character and appearance of the locally listed factory in accordance with Policy BE8 of the Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012).

45 RESIDENTIAL CONDITION

Prior to the commencement of relevant works associated to Block F3 on the Residential Land, the following details shall be submitted to and approved in writing by the Local Planning Authority:

- a. A brick panel, demonstrating polychromatic brick bonding design and mortar mix, to be built on site and agreed prior to the commencement of the construction work.
- b. Notwithstanding drawings DM-2-03 rev P3 and DM-2-01 Block F1, F2, F3 & F4 north & east elevations rev P3, full details, including a schedule of all materials and samples of external finishes and colours to the building
- c. Detailed drawings, in elevation and section, of window and door types, at 1:20
- d. Details of rainwater goods, external pipes and flues and plant
- e. Details of photovoltaics, including location, type, appearance, etc.

REASON

To safeguard the character and appearance of the locally listed factory in accordance with Policy BE8 of the Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012).

SCHEDULE OF CONDITIONS

46 · RESIDENTIAL CONDITION

Prior to the commencement of relevant works associated with Block G on the Residential Land, the following details shall be submitted to and approved in writing by the Local Planning Authority:

- a. Full details and a schedule of all materials, external finishes and colours to the building
- b. Scaled drawings for all windows and doors, in elevation and section at 1:20, including louvred windows
- c. Detailed drawing of rear elevation of the northern section of Block G, visible from the Canal.
- d. Details of rainwater goods, external pipes, flues, locations, types and appearance of photovoltaic panels and any rooftop plant.
- e. Scaled drawings of balconies, in elevation and section at 1:20.
- f. Detailed drawing of connection between Block F1 & G at all floor levels
- g. Sectional detail of 'defensible' space between Block G and Wallis Gardens
- h. Detail of gap between the Industrial Land boundary and rear Block G (North and East)
- i. Detailed drawings of finish to the retained facade between the Industrial Land and the Residential Land boundary (rear of Blocks F1 & G and Unit 4).

REASON

To safeguard the special architectural and historic character and appearance of the Botwell Nestle Conservation Area and the locally listed tower and factory facade, in accordance with Policies BE4 and BE8 of the Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012).

47 · RESIDENTIAL CONDITION

Prior to the commencement of relevant works associated with Block H on the Residential Land, the following details shall be submitted to and approved in writing by the Local Planning Authority:

- a. Notwithstanding elevational drawings, detailed drawings required showing omission of the balcony in conflict with the loggia at first floor.
- b. Scaled drawings, including cross sections, for all windows, doors and signage, including ground floor commercial unit, to be provided at 1:20.
- c. Notwithstanding the uses annotated on the floor plans, B8 use to be removed from the range of permitted uses at ground floor.
- d. Full details and a schedule of all materials, external finishes and colours to the building
- e. Details of works to adjacent colonnade, including elevational and sectional drawings of the new/refurbished colonnade at a suitable scale.

REASON

To safeguard the special architectural and historic character and appearance of the Botwell Nestle Conservation Area and the locally listed factory facade and canteen building in accordance with Policies BE4 and BE8 of the Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012).

SCHEDULE OF CONDITIONS

48 - RESIDENTIAL CONDITION

Prior to the commencement of part demolition works to this building, in preparation for the construction of Block H, the following details shall be submitted to and approved in writing by the Local Planning Authority:

- a. Structural condition survey to be undertaken of the building.
- b. Schedule and methodology of repairs required to the building.
- c. Detailed information regarding the protection of the remaining Canteen Building prior to, during and after demolition works and construction of Block H.
- d. Detailed elevational and sectional drawings of the new colonnade at a suitable scale.
- e. Notwithstanding the uses annotated on the floor plans, B8 use to be removed from the range of permitted uses at ground floor.
- f. Full details and a schedule of all materials, external finishes and colours to the building.
- g. Scaled drawings for all windows and doors, in elevation and section at 1:20.

REASON

To safeguard the architectural and historic character and appearance of the Botwell Nestle Conservation Area and the locally listed factory facade and canteen building in accordance with Policies BE4 and BE8 of the Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012).

49 - RESIDENTIAL CONDITION

Prior to the commencement of superstructure works of the relevant residential phase of the development, wind mitigation measures for that phase shall be submitted and approved by the local planning authority. These mitigation measure shall include:

- a. Passageways through Block D and Block E requires semi-mature trees of at least 3m in height or solid or porous screens no less than 1.5m in height located to the west of the passageways, or restricted pedestrian access;
- b. Entrances through C1 and C2 from the west will required recessing no less than 1.5m or have side screens at least 1.5m in height and width;
- c. Viveash Square requires 5-7m trees along the south-western boundary of the amenity space or landscaping such as trees or solid or porous screens no less than 2m in height distributed over Viveash Square;
- d. Facade balconies require increasing balustrade height from 1.1m to 1.5m in height and corner balconies require full height screens on the southern and western ends of the balcony, or screens spanning the balcony no less than 1.5m in height located in the vicinity of the building corner.

REASON

To safeguard the amenity of the occupants of surrounding properties in accordance with policy OE1 of the Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012).

SCHEDULE OF CONDITIONS

50 - RESIDENTIAL CONDITION

Prior to the first occupation of any residential units, details of an Estate Management Plan shall be submitted and approved in writing by the LPA. Details shall include, but not be limited to the control of parking on Canal and Milk Street, Maintenance of the publicly accessible areas, maintenance of all blocks within the estate.

REASON

To safeguard the amenity of the occupants of surrounding properties in accordance with policy OE1 of the Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012).

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SCHEDULE OF CONDITIONS

51 RESIDENTIAL CONDITION

Prior to the commencement of superstructure works of the relevant residential phase of the development, a landscape scheme shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall include: -

1. Details of Soft Landscaping
 - 1.a Planting plans (at not less than a scale of 1:100),
 - 1.b Written specification of planting and cultivation works to be undertaken,
 - 1.c Schedule of plants giving species, plant sizes, and proposed numbers/densities where appropriate
2. Details of Hard Landscaping
 - 2.a Refuse Storage
 - 2.b Cycle Storage
 - 2.c Means of enclosure/boundary treatments
 - 2.d Car Parking Layouts (including demonstration that 20% of all spaces are served by electrical charging points with an additional 20% passive provision for electric vehicles in the future).
 - 2.e Motor Cycle Parking Layouts (to provide 1 motor cycle parking space for every 20 car parking spaces)
 - 2.f Hard Surfacing Materials
 - 2.g External Lighting
 - 2.h Other structures (such as play equipment and furniture)
3. Living Walls and Roofs
 - 3.a Details of the inclusion of living walls and roofs
 - 3.b Justification as to why no part of the development can include living walls and roofs
4. Details of Landscape Maintenance
 - 4.a Landscape Maintenance Schedule for a minimum period of 5 years.
 - 4.b Proposals for the replacement of any tree, shrub, or area of surfacing/seeding within the landscaping scheme which dies or in the opinion of the Local Planning Authority becomes seriously damaged or diseased.
5. Schedule for Implementation
6. Other
 - 6.a Existing and proposed functional services above and below ground
 - 6.b Proposed finishing levels or contours

Thereafter the development shall be carried out and maintained in full accordance with the approved details.

REASON

To ensure that the proposed development will preserve and enhance the visual amenities of the locality and provide adequate facilities in compliance with policies BE13, BE38 and AM14 Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012) and Policies 5.11 (living walls and roofs) and 5.17 (refuse storage) of the London Plan (2016).

SCHEDULE OF CONDITIONS

52 · RESIDENTIAL CONDITION

Prior to the commencement of superstructure works of the relevant residential phase of the development, details of play areas for children shall be submitted to and approved in writing by the Local Planning Authority. Thereafter, the play areas shall be provided prior to the occupation of any unit within the development and maintained for this purpose.

REASON

To ensure that the development makes adequate provision of children's play space in accordance with Policy R1 Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012) and London Plan (2016) Policy 3.16.

53 · RESIDENTIAL CONDITION

The Canteen Building shall not be used for a Place of Worship or banqueting hall.

REASON

To ensure that an appropriate level of car parking provision is provided on site in accordance with Policy AM14 Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012) and Chapter 6 of the London Plan (2016).

54 · RESIDENTIAL CONDITION

Prior to the commencement of superstructure works of the relevant residential phase of the development, details of all materials and external surfaces, including details of balconies shall be submitted to and approved in writing by the Local Planning Authority. Thereafter the development shall be constructed in accordance with the approved details and be retained as such.

Details should include information relating to make, product/type, colour and photographs/images.

REASON

To ensure that the development presents a satisfactory appearance in accordance with Policy BE13 Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012)

55 · RESIDENTIAL CONDITION

Prior to the commencement of the superstructure a plan showing provision for electric charging points to serve 20% active and 20% passive car parking spaces should be submitted to and approved in writing by the Local Planning Authority. The plan shall set out the location of the charging points, the chosen technology and clear presentation of how the bays will be marked. The development shall proceed in accordance with the approved plan.

REASON

To provide car parking for electric vehicles to help tackle air quality impacts and meet the climate change challenges in accordance with Policy 6.13 of the London Plan (2016).

SCHEDULE OF CONDITIONS

56 · RESIDENTIAL CONDITION

Before any part of the development is occupied, site derived soils and imported soils shall be tested for chemical contamination, and the results of this testing shall be submitted and approved in writing by the Local Planning Authority. All soils used for gardens and/or landscaping purposes shall be clean and free of contamination. Before any part of the development is occupied, site derived soils and imported soils shall be tested for chemical contamination, and the results of this testing shall be submitted and approved in writing by the Local Planning Authority. All soils used for gardens and/or landscaping purposes shall be clean and free of contamination.

REASON

To ensure that the occupants of the development are not subject to any risks from soil contamination in accordance with policy OE11 of the Hillingdon Unitary Development Plan Saved Policies (September 2007 of the Hillingdon Local Plan: Part 2 - Saved UDP Policies (November 2012)).

57 · RESIDENTIAL CONDITION

Prior to the commencement of the superstructure of the residential development, a plan showing the proposed location of 5 car club bays shall be submitted to and approved in writing.

Thereafter these car club bays shall be implemented and retained in perpetuity.

REASON

To ensure suitable parking provision is provided on the site, in accordance with policies AM2 and AM7 of the Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012) and Chapter 6 of the London Plan (2016).

58 · RESIDENTIAL CONDITION

Notwithstanding the plans hereby approved, details shall be submitted of all studio unit layouts and approved in writing by the Local Planning Authority. Each studio unit shall be laid out as a studio flat and not as a one bedroom self contained flat.

REASON

To ensure that the development provides a satisfactory level of accommodation and amenity for future occupiers in accordance with the National Technical Standards 2015 Policy 3.5 of the London Plan (2016).

SCHEDULE OF CONDITIONS

59 · RESIDENTIAL CONDITION

Prior to the commencement of any phase, excluding demolition, Phase 1 (MP 7 60 Rev. 04) of the residential development, a stage 1 written scheme of investigation (WSI) for that phase shall be submitted to and approved in writing by the local planning authority in consultation with GLAAS. For land that is included within the WSI, no development on that phase shall take place other than in accordance with the agreed WSI, and the programme and methodology of site geo-archaeological evaluation and the nomination of a competent person(s) or organisation to undertake the agreed works. If archaeological potential is confirmed by stage 1 then for those phases which have archaeological interest a stage 2 WSI shall be submitted to and approved by the local planning authority in writing. For land that is included within the stage 2 WSI, no development within a phase shall take place other than in accordance with the agreed stage 2 WSI which shall include:

- The statement of significance and research objectives, the programme and methodology of site investigation and recording and the nomination of a competent person(s) or organisation to undertake the agreed works
- The programme for post-investigation assessment and subsequent analysis, publication & dissemination and deposition of resulting material. This part of the condition shall not be discharged until these elements have been fulfilled in accordance with the programme set out in the stage 2 WSI.

Written schemes of investigation need to be prepared and implemented by a suitably professionally accredited archaeological practice in accordance with Historic England's Guidelines for Archaeological Projects in Greater London.

REASON

The site is of archaeological interest and it is considered that all evidence of the remains should be recorded in accordance with Policy BE 3 of the Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012).

60 · RESIDENTIAL CONDITION

Prior to the commencement of the residential development hereby approved, excluding demolition, details of the pedestrian/vehicular gates/barriers into the Residential Land, incorporating facilities for the operation of gates/barriers by disabled persons, and manual operation of any gates/barriers in the event of power failure shall be submitted to and approved in writing by the Local Planning Authority.

Thereafter the gates/barriers shall be installed in accordance with the approved details and maintained for so long as the development remains on site.

REASON

In order to ensure the development achieves an appropriate level of accessibility in accordance with Policy 3.8 of the London Plan (March 2016) and the Council's HDAS - Accessible Hillingdon.

SCHEDULE OF CONDITIONS

61 . INDUSTRIAL CONDITION

The development hereby permitted shall not be carried out except in complete accordance with the details shown on the submitted plans, numbers:

MP 7 61 Rev. 01 Industrial Phasing Plan
MP 7 63 Rev. 01 Industrial Demolition Phasing Plan
MS 0 01 P1 Block U1, U2, U3 & U4: Employment Location Plan
MS 0 02 P1 Block U1, U2, U3 & U4: Constraints Plan
MS 0 03 P1 Block U1, U2, U3 & U4: Demolition Plan
MS 1 01 P1 Block U1, U2, U3 & U4: Site Layout Plan
MS 2 06 P1 Block U4: Demolition Elevation
MS 2 05 P3 Elevations Unit 4
MS 4 00 P1 Block U4: Section Through Retained Facade
MS 4 01 P1 Block U1: Floor plans
MS 4 02 P1 Block U2: Floor plans
MS 4 03 P1 Block U3: Floor plans
MS 4 04 P1 Block U4: Floor plans
MS 5 00 P1 Block U4: Detailed Section
MS 2 04 P3 Elevations Unit 2&3
MS 2 03 P3 Elevations Unit 1
MS 2 02 P3 Illustrative Elevations Unit 4
MS 2 01 P3 Illustrative Elevations Unit 2&3
MS 2 00 P3 Illustrative Elevations Unit 1
MS 1 00 P2 Block U1, U2, U3 & U4: Illustrative Site Layout Plan Unit1
MS 2 07 P2 Block U1: Illustrative Elevations-Data Centre
MS 2 10 P2 Block U1: Roof plan
MS 2 11 P2 Block U2: Roof plan
MS 2 12 P2 Block U3: Roof plan
MS 9 04 P2 Perspectives 5
MS 9 00 P2 Perspectives 1
MS 2 12 P2 Roof Plan Unit 4
MS 2 11 P2 Roof Plans Units 2&3
MS 2 10 P2 Roof Plan Unit 1
MS 2 07 P2 Illustrative Elevations Unit 1 Data Centre
MS 1 02 P2 Illustrative Site Layout Unit 1 Data Centre
LT 100 D2 Landscape Layout, Commercial Scheme
Secured by Design Strategy MS908 rev P1.

and shall thereafter be retained/maintained for as long as the development remains in existence.

REASON

To ensure the development complies with the provisions of the Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012) and the London Plan (2016)

SCHEDULE OF CONDITIONS

62 · INDUSTRIAL CONDITION

The Industrial Land development hereby permitted shall not be occupied until the following has been completed in accordance with the specified supporting plans and/or documents:

- Energy Statement (WPP) Issue 7;
- Lighting and CCTV Report (WPP);
- Flood Risk/Drainage Assessment (CS-075666-PE-16-121-R Rev. H) addressed via response from LBH drainage on 11/11/2017 and 13/11/2017 Segro/Capita Flows and Volumes proforma submitted 20/11/2017; Capita Letter ref CS075666-PE-17-198-L dated 24 Nov 2017 and CS/075666; Capita Drainage Calculations Rev D dated 29/11/17;
- Site Waste Management Plan (Segro);
- Arboricultural Impact Assessment and Tree Survey (Tala);
- Construction Management Plan (Segro);
- Ecological Report (Richard Kilshaw Survey);
- Sustainability Statements (including Overheating Reports) (WPP);
- Utilities Assessments (WPP);
- Ventilation & Extraction Report (WPP);
- Secured By Design Principles' dated July 2017
- CS-075666-PE-16-121-R Rev. H Flood Risk Assessment and Drainage Strategy
- CS/075666 Drainage Strategy - Rev. E (27 March 2018)
- SuDS Flows and Volumes - LLFA Technical Assessment Proforma Rev. C (27 March 2018)
- Drainage Layout and External Levels 1 of 2 - 075666-CA-0-GF-DR-S-010-P05
- Drainage Layout and External Levels 2 of 2 - 075666-CA-0-GF-DR-S-011-P05
- Percentage Runoff Calculation
- Hydrock Correspondence dated 10 November and 24 November 2017
- CS075666 Technical Design Note (12 March 2018)

Thereafter the relevant parts of the Industrial Land Development shall be retained/maintained in accordance with these details for as long as the development remains in existence, unless otherwise agreed in writing with the local planning authority.

REASON

To ensure that the development complies with the objectives of Policies in the Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012).

SCHEDULE OF CONDITIONS

63 · INDUSTRIAL CONDITION

Notwithstanding the plans hereby approved, all locally listed boundary railings, gates, plinths, gate piers and lanterns shall be retained.

Prior to the commencement of the industrial phase (MP 7 61 Rev. 01) a protection method statement for these retained structures within the industrial land shall be submitted to and agreed in writing with the Local Planning Authority.

Prior to the commencement of any superstructure works of the industrial phase, a schedule of repairs and a management plan for future maintenance shall be submitted to and agreed in writing with the Local Planning Authority.

REASON

To safeguard the special architectural and historic character and appearance of the Botwell Nestle Conservation Area and the locally listed front boundary treatment, in accordance with Policies BE4 and BE8 of the Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012).

64 · INDUSTRIAL CONDITION

Prior to occupation of the industrial development hereby approved, a suitable assessment and confirmation that the Canal wall relating to land within the industrial land where defects and holes identified within the drainage strategy and subsequent survey submitted have been rectified.

This shall be submitted to, and approved in writing by the Local Planning Authority and implemented as per the approved details.

REASON:

To ensure that surface water run off is controlled appropriately on site to ensure the development does not increase the risk of flooding contrary to:

- Policy EM6 Flood Risk Management in Hillingdon Local Plan: Part 1- Strategic Policies (Nov 2012),
- Policy 5.12 Flood Risk Management of the London Plan (March 2016) and To be handled as close to its source as possible in compliance with Policy 5.13
- Sustainable Drainage of the London Plan (March 2016), and · National Planning Policy Framework (March 2012), and the · Planning Practice Guidance (March 2014).

SCHEDULE OF CONDITIONS

65 - INDUSTRIAL CONDITION

No site clearance, demolition works or construction work shall take place on the Industrial Land until the following details have been submitted to, and approved in writing by, the Local Planning Authority with respect to:

1. A method statement outlining the sequence of development on the site including demolition, building works and tree protection measures.
2. Detailed drawings showing the position and type of fencing to protect the entire root areas/crown spread of trees, hedges and other vegetation to be retained shall be submitted to the Local Planning Authority for approval. No site clearance works demolition or development shall be commenced until these drawings have been approved and the fencing has been erected in accordance with the details approved. Unless otherwise agreed in writing by the Local Planning Authority such fencing should be a minimum height of 1.5 metres.

Thereafter, the development shall be implemented in accordance with the approved details. The fencing shall be retained in position until development is completed.

The area within the approved protective fencing shall remain undisturbed during the course of the works and in particular in these areas:

- 2.a There shall be no changes in ground levels;
- 2.b No materials or plant shall be stored;
- 2.c No buildings or temporary buildings shall be erected or stationed.
- 2.d No materials or waste shall be burnt; and
- 2.e No drain runs or other trenches shall be dug or otherwise created, without the prior written consent of the Local Planning Authority.

REASON

To ensure that trees and other vegetation can and will be retained on site and not damaged during construction work and to ensure that the development conforms with policy BE38 Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012).

SCHEDULE OF CONDITIONS

66 . INDUSTRIAL CONDITION

Prior to the commencement of development, including any works of site clearance and demolition, details of the contracts for demolition works and the demolition strategy including phasing covering the conservation area and locally listed buildings on the entire site (Industrial Land) must be submitted to and approved in writing by the Local Planning Authority, details to include:

- a) Evidence of the contracts or sub-contract(s) placed to demonstrate the timely commencement and completion of demolition works for the Industrial Land;
- b) A full programme of demolition works, including phasing as appropriate for the Industrial Land to be submitted and agreed.
- c) The programme of works on the site shall be carried out in complete accordance with the details approved unless otherwise agreed in writing with the Local Planning Authority;
- d) No development shall take place on the Industrial Land (including works of site clearance and demolition to the locally listed buildings) until the Local Planning Authority has approved the Demolition Strategy.
- e) No development shall take place on the Industrial Land (including works of site clearance and demolition to the locally listed buildings) until the approved Heritage Assets Recording works in accordance with Condition 5 has been completed (phased) and approved by the LPA.

REASON

To safeguard the recording of the conservation area and structural integrity of the retained locally listed buildings in accordance with Policy BE8 of the Hillingdon Local Plan: Part Two Saved UDP

67 . INDUSTRIAL CONDITION

Notwithstanding the provisions of Part 8, Schedule 2 of the Town and Country Planning (General Permitted Development) Order 2015 (as amended) (or any order revoking and re-enacting that Order with or without modification), the building(s) shall not be extended without the prior written consent of the Local Planning Authority.

REASON

To enable the Local Planning Authority to assess all the implications of the development and in accordance with policies AM14 and OE1 of the Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012).

SCHEDULE OF CONDITIONS

68 . INDUSTRIAL CONDITION

Notwithstanding the provisions of Part 8, Schedule 2 of the Town and Country Planning (General Permitted Development) Order 2015 (as amended)(or any order revoking and re-enacting that Order with or without modification), no additional internal floorspace or mezzanines shall be created in excess of that area expressly authorised by this permission.

REASON

To enable the Local Planning Authority to assess all the implications of the development and in accordance with policies AM14 and OE1 of the Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012).

69 . INDUSTRIAL CONDITION

Notwithstanding the provisions of Part 8, Schedule 2 of the Town and Country Planning (General Permitted Development) Order 2015 (as amended) (or any order revoking and re-enacting that Order with or without modification), external storage associated with the use of any part of the site shall not exceed 2 metres in height within any part of the development hereby approved.

REASON

To enable the Local Planning Authority to assess all the implications of the development and to ensure the development does not detrimentally impact upon the adjoining Green Belt and Nature Reserve designations, in accordance with Policy BE13 and OL1 Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012).

70 . INDUSTRIAL CONDITION

Notwithstanding the provisions of Part 8, Schedule 2 of the Town and Country Planning (General Permitted Development) Order 2015 (as amended) (or any order revoking and re-enacting that Order with or without modification), unit 2, 3 and 4 of the industrial development shall not be used as a data centre.

REASON

To ensure compliance with the energy and sustainability details hereby approved and to accord with policies 4.4, 5.2, 5.7 and 5.9, of the London Plan 2011.

71 . INDUSTRIAL CONDITION

The car parking facilities provided within all industrial areas of this development shall be for the sole use of the future occupiers and employees of the industrial development hereby approved.

REASON

To ensure suitable parking provision is provided on the site, in accordance with policies AM2 and AM7 of the Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012) and Chapter 6 of the London Plan (July 2011).

SCHEDULE OF CONDITIONS

72 . INDUSTRIAL CONDITION

Prior to the commencement of any works within the Industrial Land Phase 1 (MP 7 61 Rev. 01) of the development excluding demolition, a stage 1 written scheme of investigation (WSI) shall be submitted to and approved in writing by the local planning authority in consultation with GLAAS. For land that is included within the WSI, no development shall take place other than in accordance with the agreed WSI, and the programme and methodology of site geo-archaeological evaluation and the nomination of a competent person(s) or organisation to undertake the agreed works. If archaeological potential is confirmed by stage 1 then for those parts of the site which have archaeological interest a stage 2 WSI shall be submitted to and approved by the local planning authority in writing. For land that is included within the stage 2 WSI, no development shall take place other than in accordance with the agreed stage 2 WSI which shall include:

- a. The statement of significance and research objectives, the programme and methodology of site investigation and recording and the nomination of a competent person(s) or organisation to undertake the agreed works
- b. The programme for post-investigation assessment and subsequent analysis, publication & dissemination and deposition of resulting material. This part of the condition shall not be discharged until these elements have been fulfilled in accordance with the programme set out in the stage 2 WSI.

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

REASON

The site is of archaeological interest and it is considered that all evidence of the remains should be recorded in accordance with Policy BE 3 of the Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012).

73 . INDUSTRIAL CONDITION

Prior to the commencement of any superstructure works within Phase 1 of this development a detailed ecology enhancement plan shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall demonstrate how the Industrial development will be best designed to deliver ecological improvements, and shall demonstrate (but not limited to) the inclusion of specific planting to improve conditions for wildlife; artificial habitats in the landscaped areas within the curtilage of the industrial land; areas of planting along or near to the canal to promote wildlife corridors; and habitat walls and refuge in strategically located positions.

The development must proceed in accordance with the approved plan and schemes unless otherwise agreed in writing with the Local Planning Authority.

REASON

To ensure the development contributes to a positive gain in ecological value in accordance with Policy EM8 of the Local Plan.

SCHEDULE OF CONDITIONS

74 · INDUSTRIAL CONDITION

Prior to the commencement of any superstructure works within the Industrial Development the following details shall be submitted to and approved in writing, details should include information relating to make, product/type, colour and photographs/images:

- a. Details and sample panels of materials, external finishes and colours;
- b. security railings
- c. canopy overhang details to office blocks
- d. Roof plans showing details and location of proposed roof lights and positioning, placement and types of photovoltaic panels.
- e. Details of windows and doors, including sectional details at 1:20 and manufacturer details

Thereafter the development shall be constructed in accordance with the approved details and be retained as such.

REASON

To safeguard the special architectural and historic character and appearance of the Botwell Nestle Conservation Area and the locally listed tower and factory facade, in accordance with Policies BE4 and BE8 of the Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012).

75 · INDUSTRIAL CONDITION

Prior to the commencement of works for Unit 4, the following details shall be submitted to and approved in writing by the Local Planning Authority:

- a. Schedule of repairs and methodology for retained facade including painted finish - including conservation maintenance, repair and management plan
- b. Scaled details for all windows and doors, in elevation and section at 1:20, including louvred windows
- c. Notwithstanding the submitted drawings, detailed drawing to show the numbers of retained bays (drawings inconsistent)
- d. Scaled drawings to show the detail of the connection between the new structure and the retained facade
- e. Scaled drawings at a suitable scale of the canal front office elevation
- f. Scaled drawings of roof profile and overhang details.
- g. Notwithstanding the submitted plans, detailed drawings of the retained facade showing the existing fenestration/walling pattern.

Thereafter, the approved details shall be implemented as approved.

REASON

To safeguard the special architectural and historic character and appearance of the Botwell Nestle Conservation Area and the locally listed tower and factory facade, in accordance with Policies BE4 and BE8 of the Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012).

SCHEDULE OF CONDITIONS

76 - INDUSTRIAL CONDITION

Prior to the commencement of any superstructure works within the Industrial development, a Bird Hazard Management Plan has been submitted to and approved in writing by the Local Planning Authority in consultation with BAA safeguarding. The submitted plan shall include details of:

- Management of any flat/shallow pitched/green roofs on buildings within the site which may be attractive to nesting, roosting and "loafing" birds. The management plan shall comply with Advice Note B 'Potential Bird Hazards from Building Design' attached * See para below for further information *

The Bird Hazard Management Plan shall be implemented as approved and shall remain in force for the life of the building. No subsequent alterations to the plan are to take place unless first submitted to and approved in writing by the Local Planning Authority.

REASON

It is necessary to manage the flat roofs in order to minimise its attractiveness to birds which could endanger the safe movement of aircraft and the operation of Heathrow Airport.

77 - INDUSTRIAL CONDITION

The industrial development hereby approved shall be completed in accordance with the Secure By Design Principles agreed within 'Secured By Design Principles' dated July 2017 and drawing Secured by Design Strategy MS908 rev P1.

The measures shall be implemented and operational prior to the first occupation of any industrial unit hereby approved and maintained thereafter for the life of the development.

REASON

In pursuance of the Council's duty under section 17 of the Crime and Disorder Act 1998 to consider crime and disorder implications in exercising its planning functions; to promote the well being of the area in pursuance of the Council's powers under section 2 of the Local Government Act 2000, to reflect the guidance contained in the Council's SPG on Community Safety By Design and to ensure the development provides a safe and secure environment in accordance with London Plan (2016) Policies 7.1 and 7.3

SCHEDULE OF CONDITIONS

78 - INDUSTRIAL CONDITION

Prior to the commencement of development of any industrial phase of development, the following shall be submitted to and approved in writing by the Local Planning Authority and by the Radar Operator - NATS (En-route) plc and BAA Safeguarding either:

- detailed plans for the proposed buildings in that individual phase, demonstrating that there would be no detrimental impact upon the operation of the Heathrow H10 SSR Radar; OR,
- details of a 'Radar Mitigation Scheme' (including a timetable for its implementation during construction) to mitigate any detrimental impact upon the Heathrow H10 SSR Radar.

2. Where a 'Radar Mitigation Scheme' has been required, no construction above 5m above ground level shall take place on site, unless the 'Radar Mitigation Scheme' has been implemented. Development shall not take place other than in complete accordance with such a scheme as so approved unless the planning authority and NATS (En-route) plc have given written consent for a variation.

REASON

To ensure the development does not endanger the safe movement of aircraft or the operation of Heathrow Airport through interference with communication, navigational aids and surveillance equipment.

79 - INDUSTRIAL CONDITION

Prior to the commencement of any superstructure works within the industrial development, full details of soft and water landscaping works have been submitted to and approved in writing by the Local Planning Authority in consultation with BAA safeguarding, details must comply with Advice Note 3, 'Potential Bird Hazards from Amenity Landscaping & Building Design' available at [www.aoa.org.uk/operations & safety/safeguarding. asp](http://www.aoa.org.uk/operations&safety/safeguarding.asp)).These details shall include:

- The species, number and spacing of trees and shrubs

No subsequent alterations to the approved landscaping scheme are to take place unless submitted to and approved in writing by the Local Planning Authority. The scheme shall be implemented as approved.

REASON

To avoid endangering the safe movement of aircraft and the operation of Heathrow Airport through the attraction of birds and an increase in the bird hazard risk of the application site.

SCHEDULE OF CONDITIONS

80 · INDUSTRIAL CONDITION

Prior to the commencement of development within the industrial development hereby approved, full details of a "Crane Operation Plan" shall be submitted to and approved in writing by the Local Planning Authority in consultation with the "Radar Operator" (NATS) and BAA Safeguarding. Construction at the site shall only thereafter be operated in accordance with the approved "Crane Operation Plan".

REASON:

In the interests of Air Traffic Safety and of the operations of NATS En-route PLC.

81 · INDUSTRIAL CONDITION

1) Where vibro-compaction/displacement piling plant is to be used in any part of the industrial development, a method statement detailing the use of such machinery and a method statement must be submitted to and approved in writing by the Local Planning Authority in consultation with Network Rail, prior to the commencement of works. Thereafter, the works shall only be carried out in accordance with the approved method statement.

2) All excavations / earthworks carried out in the vicinity of Network Rail's property / structures must be designed and executed such that no interference with the integrity of that property / structure can occur. If temporary compounds are to be located adjacent to the operational railway, these should be included in a method statement for approval by Network Rail. Prior to commencement of works, full details of excavations and earthworks to be carried out near the railway undertaker's boundary fence should be submitted for approval of the Local Planning Authority acting in consultation with the railway undertaker and the works shall only be carried out in accordance with the approved details. Where development may affect the railway, consultation with the Asset Protection Engineer should be undertaken.

REASON

To safeguard the operational requirements of Network Rail and the strategic rail infrastructure.

82 · INDUSTRIAL CONDITION

Prior to the commencement of superstructure works within the industrial development, full details of all lighting proposals shall be submitted and to and approved in writing by the Local Planning Authority, in consultation with the Canals and Rivers Trust and Network Rail. The details shall include the location, height, type and direction of light sources and intensity of illumination.

The approved scheme shall not thereafter be altered without the prior consent in writing of the Local Planning Authority in consultation with the Canals and Rivers Trust and Network Rail other than for routine maintenance which does not change its details.

REASON

To safeguard the amenity of surrounding properties in accordance with policies BE13 and OE1 Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012); and to protect the ecological value of the area in accordance with Policy EC3.

SCHEDULE OF CONDITIONS

83 · INDUSTRIAL CONDITION

The rating level of noise emitted from the plant and/or machinery hereby approved shall be at least 5 dB below the existing background noise level. The noise levels shall be determined at the nearest residential property. The measurements and assessment shall be made in accordance with British Standard 4142:2014.

A post installation noise assessment shall be carried out where required to confirm compliance with the noise criteria and additional steps to mitigate noise shall be taken, as necessary. Approved details shall be implemented prior to occupation of the development and thereafter be permanently retained

REASON:

To safeguard the amenity of the surrounding area in accordance with policy OE1 of the Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012).

84 · INDUSTRIAL CONDITION

Prior to the commencement of the industrial development, a Construction Environmental Management Plan (CEMP) shall be submitted to, and approved in writing by, the Local Planning Authority in consultation with the Canals and Rivers Trust. The CEMP shall comprise such combination of measures for controlling the effects of demolition, construction and enabling works associated with the development as may be approved by the Local Planning Authority. The CEMP shall address issues including the phasing of the works, hours of work, noise and vibration, air quality, waste management, site remediation, plant and equipment, site transportation and traffic management including routing, signage, permitted hours for construction traffic and construction materials deliveries. It will ensure appropriate communication with, the distribution of information to, the local community and the Local Planning Authority relating to relevant aspects of construction. Appropriate arrangement should be made for monitoring and responding to complaints relating to demolition and construction. All demolition, construction and enabling work at the development shall be carried out in accordance with the approved CEMP unless otherwise agreed in writing by the LPA.

REASON

To safeguard the amenity of surrounding areas in accordance with policy OE5 of the Local Plan: Part Two Saved UDP Policies (November 2012).

85 · INDUSTRIAL CONDITION

The car parking, cycle parking, motorcycle bays, access arrangements and yard areas hereby approved within the industrial development shall be laid out as per the plans hereby approved and fully marked out, prior to the first occupation of each industrial unit, unless otherwise agreed in writing.

REASON

To ensure that an appropriate level of car parking provision is provided on site in accordance with Policy AM14 Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012) and Chapter 6 of the London Plan (2016).

SCHEDULE OF CONDITIONS

86 - INDUSTRIAL CONDITION

Prior to the commencement of superstructure works within the industrial development hereby approved, plans of the site showing the existing and proposed ground levels and the proposed finished floor levels of all proposed buildings shall be submitted to and approved in writing by the Local Planning Authority. Such levels shall be shown in relation to a fixed and known datum point. Thereafter the development shall not be carried out other than in accordance with the approved details.

REASON

To ensure that the development relates satisfactorily to adjoining properties in accordance with policy BE13 Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012)

87 - INDUSTRIAL CONDITION

The scheme to remediate any contamination in relation to the industrial development is to be completed in accordance with the following Environmental Reports prepared by Capita and as submitted with the Planning Application:

Remediation Report, dated 11 July 2016

Further Geo-environmental Assessment, dated 6 June 2016

These reports set out site investigation and remediation strategies. All works which form part of the remediation scheme for the industrial development shall be completed before any part of the industrial development is occupied or brought into use.

If during remedial or development works contamination not addressed in the submitted remediation scheme is identified an addendum to the remediation scheme shall be submitted to and approved in writing by the LPA prior to implementation; and

Upon completion of the approved remedial works, this condition will not be discharged until a comprehensive verification report has been submitted to and approved by the LPA. The report shall include the details of the final remediation works and their verification to show that the works have been carried out in full and in accordance with the approved methodology.

No contaminated soils or other materials shall be imported to the site. All imported soils for landscaping purposes shall be clean and free of contamination. Before any part of the development is occupied, all imported soils shall be independently tested for chemical contamination, and the results of this testing shall be submitted and approved in writing by the Local Planning Authority. All soils used for gardens and/or landscaping purposes shall be clean and free of contamination.

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 the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors in accordance with policy OE11 of the Hillingdon Unitary Development Plan Saved Policies (September 2007).

SCHEDULE OF CONDITIONS

88 - INDUSTRIAL CONDITION

Prior to the commencement of any industrial development hereby approved a Risk Assessment and Method Statement outlining all works to be carried out adjacent to the canal must be submitted and approved in writing by the Local Planning Authority in consultation with the Canals and Rivers Trust. This will include any work to, or likely to affect, the waterway wall and a survey of the condition of the wall.

REASON

To ensure the proposed construction works do not have any adverse impact on the safety of waterway users and the integrity of the canal, in accordance with policies 7.24, 7.25, 7.26, 7.27, and 7.28 of the London Plan (2016).

89 - INDUSTRIAL CONDITION

Prior to the commencement of any superstructure works within the industrial development full details of the proposed hard and soft landscaping, including ground levels, planting plans, materials and maintenance arrangements, shall be submitted to and approved in writing by the Local Planning Authority in consultation with the Canals and Rivers Trust. The landscaping shall be carried out in accordance with the approved details.

REASON

In the interests of visual amenity and biodiversity of the Blue Ribbon Network and the adjacent public realm.

90 - INDUSTRIAL CONDITION

Prior to the commencement of any superstructure works within the industrial development, full details of the carbon reduction measures that conform to the energy strategy (Energy Statements, August 2017, ESC54738 Issue 7) shall be submitted and approved in writing by the Local Planning Authority. These shall include:

- 1 - Full details of the baseline energy and carbon performance of each phase of the development
- 2 - Full details of the passive energy savings measures (Be Lean - London Plan)
- 3 - Full details and specifications, including relevant plans and elevations of any additional low or zero carbon technology to be utilised in the site.

The development must proceed in accordance with the approved details unless otherwise agreed in writing with the Local Planning Authority.

Reason

To ensure the development contributes a CO2 reduction in accordance with the London Plan Policy 5.2.

SCHEDULE OF CONDITIONS

91 · INDUSTRIAL CONDITION

Prior to the commencement of superstructure works within the industrial development, details of all plant and machinery, including mechanical ventilation systems to be used on the premises shall be submitted to and approved in writing by the LPA. This will include a scheme for the control of noise and/or odour emanating from the site to include such combination of measures as may be approved by the LPA. Thereafter, the scheme shall be implemented and maintained in full compliance with the approved measures.

REASON

To safeguard the amenity of the occupants of surrounding properties in accordance with policy OE1 of the Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012).

92 · INDUSTRIAL CONDITION

Prior to the commencement of superstructure works within the industrial development, a Delivery and Servicing Plan shall be submitted and approved in writing by the Council. Thereafter, the proposed works shall be implemented and carried out in accordance with the approved details.

REASON

To ensure that appropriate mitigation is provided to the surrounding highway network as a result of the proposed development in accordance with policy AM14 of the Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012) and Chapter 6 of the London Plan (2016).

93 · INDUSTRIAL CONDITION

The industrial development hereby approved shall be carried out in accordance with the details set out in the Site Waste Management Plan dated May 2017, unless otherwise agreed in writing.

Prior to the occupation of each industrial unit, all refuse areas must be in-situ.

REASON

To comply Policy OE3 of the Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012).

SCHEDULE OF CONDITIONS

94 - INDUSTRIAL CONDITION

No development shall take place until a landscape scheme has been submitted to and approved in writing by the Local Planning Authority. The scheme shall include: -

1. Details of Soft Landscaping
 - 1.a Planting plans (at not less than a scale of 1:100),
 - 1.b Written specification of planting and cultivation works to be undertaken,
 - 1.c Schedule of plants giving species, plant sizes, and proposed numbers/densities where appropriate
2. Details of Hard Landscaping
 - 2.a Refuse Storage
 - 2.b Cycle Storage
 - 2.c Means of enclosure/boundary treatments
 - 2.d Car Parking Layouts (including demonstration that 20% of all spaces are served by electrical charging points with an additional 20% passive provision for electric vehicles in the future).
 - 2.e Motor Cycle Parking Layouts (to provide 1 motor cycle parking space for every 20 car parking spaces)
 - 2.f Hard Surfacing Materials
 - 2.g External Lighting
 - 2.h Other structures (such as play equipment and furniture)
3. Details of Landscape Maintenance
 - 3.a Landscape Maintenance Schedule for a minimum period of 5 years.
 - 3.b Proposals for the replacement of any tree, shrub, or area of surfing/seeding within the landscaping scheme which dies or in the opinion of the Local Planning Authority becomes seriously damaged or diseased.
4. Schedule for Implementation
5. Other
 - 5.a Existing and proposed functional services above and below ground
 - 5.b Proposed finishing levels or contours

Thereafter the development shall be carried out and maintained in full accordance with the approved details.

REASON

To ensure that the proposed development will preserve and enhance the visual amenities of the locality and provide adequate facilities in compliance with policies BE13, BE38 and AM14 Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012) and Policies 5.11 (living walls and roofs) and 5.17 (refuse storage) of the London Plan (2015).

SCHEDULE OF CONDITIONS

95 - INDUSTRIAL CONDITION

No new openings shall be inserted into Unit 1 and Unit 4 of the industrial development hereby approved.

REASON

To ensure that the development presents a satisfactory appearance in accordance with Policy BE13 Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012) and safeguards amenity of future occupiers in accordance with policy OE1 of Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012)

INFORMATIVES:

1. The decision to GRANT planning permission has been taken having regard to all relevant planning legislation, regulations, guidance, circulars and Council policies, including The Human Rights Act (1998) (HRA 1998) which makes it unlawful for the Council to act incompatibly with Convention rights, specifically Article 6 (right to a fair hearing); Article 8 (right to respect for private and family life); Article 1 of the First Protocol (protection of property) and Article 14 (prohibition of discrimination).
2. The decision to GRANT planning permission has been taken having regard to the policies and proposals in the Hillingdon Unitary Development Plan Saved Policies (September 2007) as incorporated into the Hillingdon Local Plan (2012) set out below, including Supplementary Planning Guidance, and to all relevant material considerations, including The London Plan - The Spatial Development Strategy for London consolidated with alterations since 2011 (2016) and national guidance.

PT1 Policies

PT1.BE1(2012) Built Environment

PT1.CI1 (2012) Community Infrastructure Provision

PT1.CI2 (2012) Leisure and Recreation

PT1.CI3 (2012) Culture

PT1.E1 (2012) Managing the Supply of Employment Land

PT1.EM1 (2012) Climate Change Adaptation and Mitigation

PT1.EM2 (2012) Green Belt, Metropolitan Open Land and Green Chains

PT1.EM3 (2012) Blue Ribbon Network

PT1.EM4 (2012) Open Space and Informal Recreation

PT1.EM5 (2012) Sport and Leisure

PT1.EM6 (2012) Flood Risk Management

PT1.EM7 (2012) Biodiversity and Geological Conservation

PT1.EM8 (2012) Land, Water, Air and Noise

PT1.EM11(2012) Sustainable Waste Management

PT1.H1 (2012) Housing Growth

PT1.H2 (2012) Affordable Housing

PT1.HE1 (2012) Heritage

PT1.T1 (2012) Accessible Local Destination

PT1.T2 (2012) Public Transport Interchanges

Part 2 Local Plan Policies

AM1 Developments which serve or draw upon more than a walking distance based catchment area - public transport accessibility and capacity considerations

AM10 Incorporation in new developments of additions to the proposed cycle network

AM11 Improvement in facilities and promotion of safety and security at bus and rail interchanges; use of planning agreements to secure improvement in public transport

SCHEDULE OF CONDITIONS

services

AM13 Increasing the ease of movement for frail and elderly people and people with disabilities in development schemes.

AM14 New development and car parking standards.

AM15 Provision of reserved parking spaces for disabled persons

AM2 Development proposals - assessment of traffic generation, impact on congestion and

public transport availability and capacity

AM3 Proposals for new roads or widening of existing roads

AM7 Consideration of traffic generated by proposed developments

AM8 Priority consideration to pedestrians in the design and implementation of road construction and traffic management schemes

AM9 Provision of cycle routes, consideration of cyclists' needs in design of highway improvement schemes, provision of cycle parking facilities

BE3 Investigation of sites of archaeological interest and protection of archaeological remains

BE4 New development within or on the fringes of conservation areas

BE8 Planning application for alteration/extension of listed buildings

BE12 Proposals for the alternative use of statutory listed building

BE13 New development must harmonise with the existing street scene.

BE18 Design considerations - pedestrian security and safety

BE19 New development must improve or complement the character of the area.

BE20 Daylight and sunlight considerations.

BE21 Siting, bulk and proximity of new buildings/extensions

BE23 External amenity space and new residential development

BE24 Design of new buildings - protection of privacy

BE28 Shop fronts - design and materials

BE29 Advertisement displays on business premises

BE35 Major developments visible from road and rail connections to Heathrow

BE36 Proposals for high buildings/structures in identified sensitive areas

BE38 Retention of topographical and landscape features and provision of new planting and

landscaping in development proposals.

BE39 Protection of trees and woodland - tree preservation orders

EC2 Nature conservation considerations and ecological assessments

EC3 Potential effects of development on sites of nature conservation importance

EC5 Retention of ecological features and creation of new habitats

H4 Mix of housing units

H5 Dwellings suitable for large families

H6 Density

OE1 Protection of the character and amenities of surrounding properties and the local area

OE2 Assessment of environmental impact of proposed development

OE3 Buildings or uses likely to cause noise annoyance - mitigation measures

OE7 Development in areas likely to flooding - requirement for flood protection measures

OE8 Development likely to result in increased flood risk due to additional surface water runoff - requirement for attenuation measures

OE11 Development involving hazardous substances a requirement for ameliorative measures

OL5 Development proposals adjacent to the Green Belt

R1 Development proposals in or near areas deficient in recreational open space

R3 Indoor sports, leisure and entertainment facilities

SCHEDULE OF CONDITIONS

- R16 Accessibility for elderly people, people with disabilities, women and children
R17 Use of planning obligations to supplement the provision of recreation, leisure and community facilities
London Plan 2016 policies
LPP 1.1 (2016) Delivering the strategic vision and objectives for London
LPP 2.1 (2016) London in its global, European and UK context
LPP 2.2 (2016) London and the wider metropolitan area
LPP 2.3 (2016) Growth areas and co-ordination corridors
LPP 2.6 (2016) Outer London: vision and strategy
LPP 2.7 (2016) Outer London: economy
LPP 2.8 (2016) Outer London: transport
LPP 2.13 (2016) Opportunity Areas and Intensification Areas
LPP 2.18 (2016) Green Infrastructure: The Multi Functional Network of Green and Open Spaces
LPP 3.1 (2016) Ensuring equal life chances for all
LPP 3.2 (2016) Improving health and addressing health inequalities
LPP 3.3 (2016) Increasing housing supply
LPP 3.4 (2016) Optimising housing potential
LPP 3.5 (2016) Quality and design of housing developments
LPP 3.6 (2016) Children and young people's play and informal recreational facilities
LPP 3.7 (2016) Large residential developments
LPP 3.8 (2016) Housing choice
LPP 3.9 (2016) Mixed and Balanced Communities
LPP 3.10 (2016) Definition of affordable housing
LPP 3.11 (2016) Affordable housing targets
LPP 3.12 (2016) Negotiating affordable housing on individual private residential and mixed use schemes
LPP 3.13 (2016) Affordable housing thresholds
LPP 3.15 (2016) Co-ordination of housing development and investment
LPP 3.16 (2016) Protection and enhancement of social infrastructure
LPP 4.1 (2016) Developing London's economy
LPP 4.2 (2016) Offices
LPP 4.3 (2016) Mixed-use development and offices
LPP 4.4 (2016) Managing industrial land and premises
LPP 4.8 (2016) Supporting a successful and diverse retail sector and related facilities and services
LPP 4.9 (2016) Small shops
LPP 5.1 (2016) Climate Change Mitigation
LPP 5.3 (2016) Sustainable design and construction
LPP 5.7 (2016) Renewable energy
LPP 5.10 (2016) Urban greening
LPP 5.11 (2016) Green roofs and development site environs
LPP 5.12 (2016) Flood risk management
LPP 5.13 (2016) Sustainable drainage
LPP 5.14 (2016) Water quality and wastewater infrastructure
LPP 5.17 (2016) Waste capacity
LPP 5.18 (2016) Construction, excavation and demolition waste
LPP 6.1 (2016) Strategic approach
LPP 6.10 (2016) Walking
LPP 6.11 (2016) Smoothing traffic flow and tackling congestion

SCHEDULE OF CONDITIONS

- LPP 6.12 (2016) Road Network Capacity
LPP 6.13 (2016) Parking
LPP 6.3 (2016) Assessing effects of development on transport capacity
LPP 6.5 (2016) Funding crossrail and other strategically important transport infrastructure
LPP 6.9 (2016) Cycling
LPP 7.1 (2016) Lifetime Neighbourhoods
LPP 7.2 (2016) An inclusive environment
LPP 7.3 (2016) Designing out crime
LPP 7.4 (2016) Local character
LPP 7.5 (2016) Public realm
LPP 7.6 (2016) Architecture
LPP 7.7 (2016) Location and design of tall and large buildings
LPP 7.8 (2016) Heritage assets and archaeology
LPP 7.13 (2016) Safety, security and resilience to emergency
LPP 7.14 (2016) Improving Air Quality
LPP 7.16 (2016) Green belt
LPP 7.18 (2016) Protecting open space and addressing deficiency
LPP 7.19 (2016) Biodiversity and access to nature
LPP 7.24 (2016) Blue ribbon network
LPP 7.30 (2016) London's canals and other rivers and waterspaces
LPP 8.2 (2016) Planning obligations
LPP (2016) Community Infrastructure Levy
LPP (2016) Monitoring and review
Supplementary Documents
SPD - Noise
SPD - Planning Obligations
SPG - Layouts
SPG - Air Quality
SPG - Community Safety
DAS - Shopfronts
HDAS - Residential Layouts
National Planning Policy Framework
NPPF1 Building a strong, competitive economy
NPPF4 Promoting sustainable transport
NPPF6 Delivering a wide choice of high quality homes
NPPF7 Requiring good design
NPPF8 Promoting healthy communities
NPPF9 Protecting Green Belt land
NPPF10 Meeting the challenge of climate change, flooding and coastal change
NPPF11 Conserving and enhancing the natural environment
NPPF12 Conserving and enhancing the historic environment
- LPP 1.1 (2016) Delivering the strategic vision and objectives for London
- AM1 Developments which serve or draw upon more than a walking distance based catchment area - public transport accessibility and capacity considerations
- AM10 Incorporation in new developments of additions to the proposed cycle network
- AM11 Improvement in facilities and promotion of safety and security at bus and rail interchanges; use of planning agreements to secure improvement in public transport services

SCHEDULE OF CONDITIONS

- AM13 AM13 Increasing the ease of movement for frail and elderly people and people with disabilities in development schemes through (where appropriate): -
(i) Dial-a-ride and mobility bus services
(ii) Shopmobility schemes
(iii) Convenient parking spaces
(iv) Design of road, footway, parking and pedestrian and street furniture schemes
- AM14 New development and car parking standards.
- AM15 Provision of reserved parking spaces for disabled persons
- AM2 Development proposals - assessment of traffic generation, impact on congestion and public transport availability and capacity
- AM3 Proposals for new roads or widening of existing roads
- AM7 Consideration of traffic generated by proposed developments.
- AM8 Priority consideration to pedestrians in the design and implementation of road construction and traffic management schemes
- AM9 Provision of cycle routes, consideration of cyclists' needs in design of highway improvement schemes, provision of cycle parking facilities
- BE12 Proposals for alternative use (to original historic use) of statutorily listed buildings
- BE13 New development must harmonise with the existing street scene.
- BE18 Design considerations - pedestrian security and safety
- BE19 New development must improve or complement the character of the area.
- BE20 Daylight and sunlight considerations.
- BE21 Siting, bulk and proximity of new buildings/extensions.
- BE23 Requires the provision of adequate amenity space.
- BE24 Requires new development to ensure adequate levels of privacy to neighbours.
- BE28 Shop fronts - design and materials
- BE29 Advertisement displays on business premises
- BE35 Major development proposals adjacent to or visible from major road and rail connections to Heathrow and central London
- BE36 Proposals for high buildings/structures in identified sensitive areas
- BE38 Retention of topographical and landscape features and provision of new planting and landscaping in development proposals.
- BE39 Protection of trees and woodland - tree preservation orders
- BE4 New development within or on the fringes of conservation areas
- BE8 Planning applications for alteration or extension of listed buildings
- DAS-SF Shopfronts, Hillingdon Design & Access Statement, Supplementary Planning Document, adopted July 2006