

DATED

2024

ACRE HOTELS LIMITED

and

THE LONDON BOROUGH OF HILLINGDON

PLANNING OBLIGATION BY DEED PURSUANT TO SECTION 106
OF THE TOWN AND COUNTRY PLANNING ACT 1990 AND ASSOCIATED POWERS
RELATING TO THE DEVELOPMENT OF LAND AT
AXIS HOUSE
242 BATH ROAD
SIPSON

PLANNING APPLICATION NUMBER: 43794/APP/2021/3685

Appeal Reference: APP/R5510/W/23/3327482

Planning & Corporate Team
London Borough of Hillingdon
Civic Centre, High Street
Uxbridge, Middlesex
Ref: 3E/04/NF/023389

THIS PLANNING OBLIGATION BY DEED is dated
and is made **BETWEEN**:

2024

1. **ACRE HOTELS LIMITED** Co. Regn. No. 09240437 of Acre House, 11/15 William Road, London, NW1 3ER ("the Owner")

and

2. **THE LONDON BOROUGH OF HILLINGDON** of the Civic Centre, High Street, Uxbridge, Middlesex UB8 1UW ("the Council").

BACKGROUND

- A The Council is the local planning authority for the purposes of the Act in respect of the Land and by whom the obligations in this Agreement are enforceable.
- B The Owner is the proprietor of the freehold interest of the Land registered under Title No AGL389449 at the Land Registry.
- C On 17th December 2021 the Planning Application was submitted to the Council for permission to develop the Site for the purposes and in the manner described in the Planning Application.
- D The Owner intends to develop the Site pursuant to the Planning Permission.
- E The Planning Application was refused and the Owner submitted an appeal on 9th August 2023 which was registered by the Planning Inspectorate under appeal reference APP/R5510/W/23/3327482 ("the Appeal").
- F The Planning Inspectorate has not determined the Appeal and the parties hereto enter into this Agreement in the knowledge that the Planning Permission may not be granted for the Development.

THIS DEED WITNESSES AS FOLLOWS:-

OPERATIVE PROVISIONS

1 INTERPRETATION

- 1.1 For the purposes of the recitals and this Agreement, the following words and expressions shall have the following meaning:

"1980 Act"	the Highways Act 1980 (as amended);
"1990 Act"	the Town and Country Planning Act 1990 (as amended);
"Air Quality Contribution"	the Indexed Linked sum of £97,937 (Ninety-Seven Thousand Nine Hundred and Thirty-

	Seven Pounds), potentially rising to £130,583 referred to in Schedule 2 as a contribution 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 reduce emissions; - Tree and other planting; - Restrictions on certain types of vehicles; - Use of cleaner fuels on energy and heating; - Use of combined heat and power and community heating systems; and - Environmental management systems and air quality strategy;
"Auditor"	a suitably qualified, experienced and independent person nominated by the Owner and approved in writing by the Council for the purpose of verifying the results of the Monitoring;
"Authority's Area"	the administrative area of the Council;
"Carbon Offset Contribution"	either: (a) the Index Linked sum of £341,253 (Three Hundred and Forty-One Thousand Two Hundred and Fifty Three Pounds) based on £95 per tonne over a period of 30 years; (b) or a reduced figure if greater on-site carbon savings are shown to be implementable through an approved Updated Energy Strategy, referred to in Schedule 1 to be used by the Council as a contribution towards the provision of offsite carbon reduction measures within the Authority's Area;
"Carbon Offset Target"	100% co2 reduction (zero carbon) OR minimum of 35% on- site carbon savings;

“Commencement of Development”	the carrying out in relation to the Development of any material operation (as defined within section 56(4) of the 1990 Act) on the Site pursuant to the Planning Permission but (for the purposes of this Agreement) excluding operations consisting of: - site clearance; - demolition (provided always that such works do not relate to any listed building within the Site); - archaeological investigations and works; - ground investigations; - site survey works; - temporary access construction works; - preparatory or remediation works; - works for the laying termination or diversion of services; - the erection of any temporary means of enclosure or site notices; - decontamination works; - erection of any fences and hoardings around the Site; and - environmental site investigations, and Commence and Commenced shall be construed accordingly;
“Construction Training Contribution”	the Index Linked sum calculated in accordance with the Planning Obligations Supplementary Planning Document as at the date of this Agreement and to be provided in accordance with Schedule 4 and equating to the Training Costs plus the Co-ordinator Costs, which shall be used by the Council towards construction training courses delivered by recognised providers and the provision of a construction work place co-ordinator within the Authority's Area;
“Construction Training Scheme”	a construction training scheme in respect of the Development to the value of the Training Costs to be implemented by the Owner to fund, arrange and/or provide construction training for workers and/or potential workers for the Development in accordance with Schedule 4;
“Contributions”	together the Air Quality Contribution, the Carbon Offset Contribution, the Construction Training Contribution (if applicable), and the Hospitality Contribution (if applicable);
“Co-ordinator Costs”	a sum to be agreed with the Council in the event the Owner implements the Construction Training Scheme or, in the event that the

	Construction Training Contribution is paid, means the sum calculated using the following formula as prescribed within the Planning Obligations Supplementary Planning Document: <i>"Co-ordinator Costs" to be agreed but is assumed as size of development as a % of work placement co-ordinator threshold size x total cost of work place co-ordinator. One full time post, estimated at £71,675 p.a. (based on typical salary with on-costs, training budget and promotion budget) would be required for commercial schemes of 7,500 square metres or residential developments of 160 units or more. The length of the post would depend on the length of period that placements would be required to the development"</i>
"Development"	the development of the Site pursuant to the Planning Permission;
"Director of Planning, Regeneration and Public Realm"	the Council's Director of Planning, Regeneration and Public Realm or such person as the Council designates as undertaking this role;
"Energy Strategy"	a carbon offset strategy which seeks to reduce the Carbon Offset Target by introduction of measures additional to those set out in the Planning Application;
"Form PO1"	the form in the substantial format attached at Appendix 1 ;
"Hospitality Contribution"	the Index Linked sum calculated in accordance with the Council's Planning Obligations Supplementary Planning Document (10th July 2014) payable to the Council towards the provision of training, recruitment, training and employment opportunities in the hotel, hospitality and leisure industry to people residing within the Authority's Area calculated using the following formula as prescribed with within the Council's Planning Obligations Supplementary Planning Document (10th July 2014) "£400 for every one in three jobs e.g. a scheme that can create 75 jobs may be required to contribute £10,000"

	and as set out in Schedule 5 of this Agreement
“Hospitality Training Strategy”	means the hospitality training strategy referred to in Schedule 5 to be adopted by the Owner approved in writing by the Council demonstrating how the Development will continue to provide recruitment, training and employment opportunities in the hotel and leisure industry during the lifetime of the Development to people residing within the Authority's Area in accordance with the principles contained within the Council's Planning Obligations Supplementary Planning Document as at the date of this Deed;
“Hotel Unit”	the hotel to be built on Site in accordance with the Planning Permission;
“Hotel Travel Plan”	a framework plan to be provided and adopted by the Owner and approved in writing by the Council providing targets for sustainable travel arrangements, effective measures for the ongoing monitoring of the Hotel Travel Plan, and a commitment to delivering the Hotel Travel Plan objectives in accordance with Schedule 3 ;
“Hotel Travel Plan Co-ordinator”	the person or persons to be appointed by the Owner to act as co-ordinator of the Hotel Travel Plan who shall be responsible for the implementation, monitoring and progress reporting of the Hotel Travel Plan for a period of not less than the Monitoring Period in order to achieve the objectives of the Hotel Travel Plan;
“Index Linked”	the application of the formula provided at clause 15 ;
“Interest”	4% above the base lending rate of the Bank of England from time to time
“Land”	the land comprising the Site
‘Monitoring’	a survey of employees/residents/users, being persons making the journey to/from the Development, using a questionnaire in a form supplied or approved by the Council with the object of ascertaining the modes of transport used by such persons (or any alternative method of achieving that object approved in writing by the Council from time to time);

"Monitoring Period"	the period of up to a maximum of five (5) years beginning on Occupation of the Hotel Unit (as the case may be);
"Occupied"	occupation for any purpose for which Planning Permission has been granted but not including occupation by personnel engaged in the construction, fitting out or occupation for marketing or display purposes and for security purposes and Occupation and Occupy shall be construed accordingly;
"Owner"	The Owner and its successors in title
"Plan"	the plans attached to this Agreement at Appendix 2 ;
"Planning Application"	the application for planning permission for the erection of a hotel and associated access, parking, landscaping and refuse storage. under the Council's reference number 43794/APP/2021/3685;
"Planning Obligations Officer"	the Council's Planning Obligations Officer or such person as the Council designates as undertaking this role;
"Planning Permission"	the planning permission that may be granted in pursuance of the Planning Application
"Planning Reference"	means planning reference 43794/APP/2021/3685;
"Project Management and Monitoring Fee"	the sum equivalent to five percent (5%) of the total Contributions to be paid to the Council at its discretion for its costs incurred in administering, monitoring, reviewing and implementing this Agreement;
"Public Realm Plan"	means the plan in such form to be approved by the Council;
"Site"	the property known as Axis House 242 Bath Road Sipson and shown for identification purposes only edged red on the Plans ;
"Significant Under-Performance"	delivery of less than fifty percent (50%) of the total outputs specified in the Construction Training Scheme;
"Specified Date"	the date upon which an obligation arising under this Agreement is due to be performed;
"Targets"	for targets for achieving a decrease in the proportion of persons travelling to and from the Hotel by driver only private car to using more sustainable modes of transport (where walking, cycling or the use of public transport are more sustainable than using a car) as calculated in the Residential Travel Plan which

	shall be submitted to and approved by the Council for the Hotel (as the case may be);
"Training Costs"	the sum calculated using the following formula as prescribed within the Planning Obligations Supplementary Planning Document: <i>"£2,500 (two thousand five hundred pounds) for every £1,000,000 (one million pounds) worth of construction costs for the Development. Based on the average cost of training for one person on an NVQ construction course at college";</i>
"Updated Energy Strategy"	an updated Energy Strategy submitted pursuant to Condition 4 of the associated planning permission, which if approved, shall be used in place of the "Energy Strategy".
"VAT"	value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax

1.2 In this Agreement:

- 1.2.1 the clause headings do not affect its interpretation;
- 1.2.2 unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and words denoting any one gender shall include all genders and words denoting persons shall include bodies corporate, unincorporated associations and partnerships;
- 1.2.3 a reference to any party shall include that party's personal representatives, successors and permitted assigns and any person deriving title through or under that party and in the case of the Council the successors to its respective statutory functions;
- 1.2.4 unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- 1.2.5 the headings in this Agreement are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;
- 1.2.6 unless otherwise indicated, references to clauses and Schedules are to clauses of and Schedules to this Agreement and references in a Schedule to a Part or paragraph are to a Part or paragraph of that Schedule;
- 1.2.7 where the agreement, approval, consent or an expression of satisfaction is required by the Owner under the terms of this Agreement from the Council that

agreement, approval, consent or satisfaction shall be given in writing and shall not be unreasonably withheld or delayed;

1.2.8 references to any statute or statutory provision include references to:

1.2.8.1 all Acts of Parliament and all other legislation having legal effect in the United Kingdom as directly or indirectly amended, consolidated, extended, replaced or re-enacted by subsequent legislation; and

1.2.8.2 any orders, regulations, instruments or other subordinate legislation made under that statute or statutory provision;

1.2.9 references to the Site include any part of it;

1.2.10 references to any party in this Agreement include the successors in title of that party and any person deriving title through or under that party. In addition, references to the Council include any successor local planning authority exercising planning powers under the 1990 Act or any successor local highway authority exercising powers under the 1980 Act;

1.2.11 "including" means "including, without limitation";

1.2.12 any covenant by the Owner not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing;

1.2.13 without prejudice to the terms of any other provision contained in this Agreement the Owner shall pay all costs, charges and expenses (including without prejudice to legal costs and Surveyor's fees) reasonably incurred by the Council for the purpose of or incidental to the enforcement of any right or power of the Council or any obligation of the Owner arising under this Agreement; where two or more people form a party to this Agreement, the obligations they undertake may be enforced against them jointly or against each of them individually; and

1.2.14 if any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of the Agreement is to be unaffected.

2 LEGAL BASIS

2.1 This Agreement is made pursuant to section 106 of the 1990 Act. To the extent that they fall within the terms of section 106 of the 1990 Act, the obligations contained in this Agreement are planning obligations for the purposes of section 106 of the 1990 Act and are enforceable by the Council as local planning authority against the Owner without limit of time.

2.2 To the extent that any of the obligations contained in this Agreement are not planning obligations within the meaning of the 1990 Act, they are entered into pursuant to the powers contained in section 111 of the Local Government Act 1972, section 16 of the Greater London Council (General Powers) Act 1974, section 2 of the Local Government Act 2000, section 1 of the Localism Act 2011 and all other enabling powers with the intent that it will bind each Owner and any security trustee and its successors in title to the Site.

3 CONDITIONALITY

The obligations contained in the schedules to this Agreement are subject to and conditional upon:

- (i) the grant of the Planning Permission; and
- (ii) Commencement of the Development.

All other parts of this Agreement shall be of immediate force and effect unless otherwise stated.

4 MISCELLANEOUS

- 4.1 Nothing contained or implied in this Agreement shall prejudice or affect the rights, powers, duties and obligations of the Council in exercise of its functions as local planning authority and its rights, powers, duties and obligations under all public and private statutes, bylaws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 4.2 Nothing in this Agreement prohibits or limits the right to develop any part of the Site in accordance with a planning permission, other than one relating to the Development as specified in the Planning Application, granted after the date of this Agreement, whether or not pursuant to an appeal.
- 4.3 No waiver (whether express or implied) by the Council of any breach or default by the Owner in performing or observing any of the covenants undertakings obligations or restrictions contained in this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said covenants undertaking or obligation from acting upon any subsequent breach or default in respect of the Owner.
- 4.4 Nothing in this Agreement shall be construed as a grant of planning permission.
- 4.5 Unless expressly agreed otherwise in this Agreement, the covenants in this Agreement shall be enforceable without any limit of time against the Owner and any successors in title to the Site and assigns of the Owner in an interest or estate to the Site or any part or parts of the Site as if that person had also been an original covenanting party in respect of the interest or estate for the time being held by that person.
- 4.6 No party to this Agreement nor its successors in title nor any person deriving title from or under them shall be liable for any breach of any of the planning obligations or other obligations contained in this Agreement after it shall have parted with its entire interest in the Site or the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 4.7 No party shall be bound by the terms of this Agreement or be liable for the breach of any covenants restrictions or obligations contained in this Agreement: -
 - 4.7.1 if he or it shall be an owner occupier or tenant of any of the Dwellings (or a mortgagee of an individual Dwelling lending money to such owner-occupier or tenant);
 - 4.7.2 if it is a statutory undertaker which has an interest in any part of the Land for the purposes of its undertaking

- 4.8 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission is quashed or revoked or otherwise withdrawn or (without the consent of the Owner or their successors in title) is modified by any statutory procedure or expires prior to Commencement of Development.
- 4.9 Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.
- 4.10 In the event that the planning obligations contained in this Agreement being modified a note or memorandum thereof shall be endorsed upon this Agreement.
- 4.11 The Agreement cannot be amended or discharged without the prior consent in writing of the Owner and the Council or their respective successors in title.
- 4.12 The Council covenants with the Owner to
- 4.12.1 act reasonably, properly and diligently in exercising their discretion and discharging their functions under this Agreement
- 4.12.2 provide its approval or confirmation as to any matters it is required to approve under the terms of this Agreement as soon as reasonably practicable upon receipt of a request from the Owner
- 4.12.3 use any monies received by it under the terms of this Agreement for the purposes specified in this Agreement
- 4.12.4 repay the Residential Travel Plan Bond to the Owner at the end of the Monitoring Period

5 THE OWNER'S PLANNING OBLIGATIONS

The Owner covenants with the Council so as to bind the Site to observe and perform the obligations contained in this Agreement and (subject to clause 3) contained in the Schedules hereto.

6 COSTS

- 6.1 The Owner hereby covenants with the Council that on completion of this Agreement it will pay the Council's reasonable and proper legal costs, together with all disbursements, incurred in connection with the negotiation, preparation, completion and registration of this Agreement.
- 6.2 Prior to Commencement of Development the Owner will pay to the Council the Project Management and Monitoring Fee. For the avoidance of doubt the Project Management and Monitoring Fee shall be paid in addition to the costs referred to in clause 6.1 above.

7 REGISTRATION OF AGREEMENT

The Owner recognises and agrees that the covenants in this Agreement shall be treated and registered as local land charges for the purposes of the Local Land Charges Act 1975.

8 RIGHT OF ACCESS

- 8.1 Without prejudice to the Council's statutory right of entry the Owner shall permit the Council and its authorised employees and agents upon reasonable written notice to enter the Site at all reasonable times for the purpose of verifying whether or not any obligation arising under the Agreement has been performed or observed provided always that the Council and its authorised employees and agents shall at all times comply with all health and safety advice or signs provided by the Owner.

9. ARBITRATION

- 9.1 Any dispute, controversy or claim arising out of or relating to this Agreement, including any question regarding its breach, existence, validity or termination or legal relationship established by this Agreement shall be finally resolved by arbitration in accordance with the Arbitration Act 1996. It is agreed that:
- 9.1.1 the tribunal shall consist of one other arbitrator appointed jointly by the parties;
- 9.1.2 in default of the parties' agreement as to the arbitrator, the arbitrator shall be appointed on either party's request by the President for the time being of the Royal Institution of Chartered Surveyors;
- 9.1.3 the costs of the arbitration shall be payable by the parties in the proportions determined by the arbitrator (or if the arbitrator makes no direction, then equally); and
- 9.1.4 the seat of the arbitration shall be London

10. THIRD PARTIES

A person who is not named in this Agreement does not have any right to enforce any term of this Agreement under the Contracts (Rights of Third Parties) Act 1999.

11. NOTICES

- 11.1 All notices served under or in connection with this Agreement shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party;
- 11.2 Any notice to be served under or in connection with this Agreement shall be sent to the:
- a) Director of Planning, Regeneration and Public Realm London Borough of Hillingdon, Civic Centre, High Street, Uxbridge, Middlesex, UB8 1UW and shall cite the Planning Reference for this Agreement; and
 - b) The Owner at Westcombe Group, 7 Churchill Court, 58 Station Road, Harrow, Middlesex, HA2 7SA.Ref GBW

12. FORM PO1

Prior to Commencement of the Development the Owner shall notify the Council that it intends to Commence the Development by completing and sending Form PO1 to the Council addressed to the Planning Obligations Officer, 3 North, London Borough of Hillingdon, High Street, Uxbridge, UB8 1UW or by email to cil@hillingsdon.gov.uk and shall cite the Planning Reference.

13. CHANGE IN OWNERSHIP

The Owner agrees to provide the Council with immediate written notification of any change in Ownership of any of its interest in the Land occurring before all of the obligations under this Agreement have been discharged (such notice to give details of the transferee's full name and registered office) together with the area of the Land or unit of occupation purchased by reference to a plan and the Planning Reference

14. CONTRIBUTIONS

14.1 Payment of the Contributions required by this Agreement shall be made on the following basis:

- (a) The Contributions due under this Agreement shall be delivered to the person and address specified in clause 11 above;
- (b) pursuant to the Local Government Act 2003, the Council shall be at liberty to charge the Contributions to a Council revenue account and for the avoidance of doubt it is agreed and declared that this shall be without prejudice to the Council's right to apply the Contributions or any part or parts thereof to revenue purposes or to capital purposes or partly to the one and partly to the other.

14.2 Where any sum is paid for a particular purpose in accordance with this Agreement the Council shall not use the payment otherwise than for that purpose or for such other purpose as the Owner (at its absolute discretion) and the Council may agree in writing. In the event that the Contributions or any element or part of the Contributions remain unspent or committed unconditionally to be spent within seven (7) years after the date on which the relevant Contribution was paid to the Council, then the Council shall within 28 days of a written demand return to the Owner the unexpended or uncommitted (as the case may be) part of the Contributions (with any accrued Interest).

15. INDEXATION

The Owner agrees with the Council that any sums payable by the Owner under this Agreement shall be increased by the application of the formula $A=B \times C/D$ where:

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

16. INTEREST

All costs, payments and expenses payable to the Council or the Owner under this Agreement 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 or the Owner (as the case may be).

17. VAT

- 17.1 All consideration given in accordance with the terms of this Agreement shall be exclusive of any VAT properly payable.
- 17.2 The Owner hereby acknowledges and agrees that if at any time VAT is required to be paid in respect of the Land and the Contributions then to the extent that VAT had not been previously charged in respect of that payment the Council shall have the right to issue a VAT invoice to the Owner and the VAT shall thereafter be paid accordingly.

18. JURISDICTION

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

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

SCHEDULE 1

CARBON OFFSET CONTRIBUTION

The Owner hereby covenants and agrees with the Council as follows:

1. Prior to the Commencement of the Development to pay to the Council the Carbon Offset Contribution subject to paragraph 3 of this Schedule.
2. Not to Commence or cause or allow or permit Commencement of Development before the Carbon Offset Contribution has been paid to the Council.
3. Prior to the Commencement of Development to submit to the Council for approval in writing the Energy Strategy as required by Condition 4 of the Planning Permission;
4. Should the Energy Strategy secure delivery of greater on-site carbon savings the Owner shall be required to pay the reduced Carbon Offset Contribution prior to the Commencement of Development.

SCHEDULE 2

AIR QUALITY CONTRIBUTION

The Owner hereby covenants and agrees with the Council as follows:

- 1 Prior to Commencement of Development to pay to the Council the Air Quality Contribution;
and
- 2 Not to Commence or cause or allow or permit Commencement of Development before
the Air Quality Contribution has been paid to the Council.

SCHEDULE 3

HOTEL TRAVEL PLAN

The Owner hereby covenants and agrees with the Council as follows:

- 1 Not to Occupy the Hotel Unit until the Hotel Travel Plan has been submitted to and approved in writing by the Council (such approval not to be unreasonably withheld or delayed).
- 2 The Hotel Travel Plan shall include as a minimum:
 - 2.1 Details as to compliance with TfL methodology and details of the methodology to be used to implement and monitor the Hotel Travel Plan;
 - 2.2 The length of the monitoring period for the Hotel Travel Plan which shall not be less than the Monitoring Period;
 - 2.3 A timetable for the preparation, implementation, monitoring and review (within the Monitoring Period) of all stages of the Hotel Travel Plan;
 - 2.4 The period post Occupation when the initial Monitoring will be undertaken and details of subsequent Monitoring for the purposes of assessment achievement of Targets; and
 - 2.5 The Targets.
- 3 The Hotel Travel Plan shall be implemented by the Owner as soon as reasonably practicable and in any event no later than two (2) months following first Occupation of the Hotel Unit.
- 4 To procure the funding and implementation of the Hotel Travel Plan in accordance with the actions and timetable specified therein and thereafter to comply with the Hotel Travel Plan for the Monitoring Period.
- 5 The Owner shall not Occupy any part of the Hotel Unit until a Hotel Travel Plan Co-ordinator has been appointed and details of the name, office, address, email address and telephone number of the said Hotel Travel Plan Co-ordinator have been supplied to the Council and TfL in the case of referred applications to the GLA.
- 6 The Owner shall be responsible for the reasonable and proper costs of any Monitoring and auditing and any remuneration and reasonable and proper expenses payable to the Hotel Travel Plan Co-ordinator and the Auditor.
- 7 In the event that the Hotel Travel Plan Co-ordinator resigns or is otherwise dismissed from employment for any reason, the Owner will employ (or will procure the employment of) a replacement Hotel Travel Plan Co-ordinator as soon as reasonably practicable.
- 8 Following approval of the Hotel Travel Plan for the Hotel Unit the Hotel Travel Plan Co-ordinator shall monitor and review the Hotel Travel Plan for a period of not less than the Monitoring Period including undertaking the following: within twenty-eight (28) days of the Occupation of the Hotel Unit to provide written details of the Hotel Travel Plan to all new occupiers of the Hotel Unit;

- 8.1 to use reasonable endeavours to ensure that staff, guests and visitors of the Hotel Unit comply with the Hotel Travel Plan;
 - 8.2 to undertake the initial Monitoring which shall not be carried out later than one (1) year after Occupation of the Hotel Unit and to undertake an annual review of the Hotel Travel Plan and provide a written report within twenty-eight (28) days of the review to the Council;
 - 8.3 to supply the Council with a statistical summary of the modes of transport used by users disclosed by any Monitoring or copies of any questionnaires completed by users; and
 - 8.4 to secure that the results of each Monitoring are verified by an Auditor within two (2) calendar months of the Monitoring taking place by methods that accord with the reasonable requirements of the Council.
- 9 The Owner will implement any reasonable recommendations made by the Council following each annual review of the Hotel Travel Plan within twenty-eight (28) days of such recommendation being made by the Council.

SCHEDULE 4

CONSTRUCTION TRAINING SCHEME

The Owner hereby covenants and agrees with the Council as follows:

1. Prior to Commencement of Development to meet (along with the Owner's main contractor) with representatives from the Council's partnership team and agree the basis and methodology of the Construction Training Scheme for this Development.
2. The Owner shall implement and adhere to the agreed Construction Training Scheme during the construction of the Development in order that obligations in this Schedule are met.
3. The Owner shall issue a written statement to prospective contractors and sub-contractors at the tendering of work stage for the Development which sets out the obligations in this Schedule and the Owner's commitment to ensuring that the obligations contained in this Schedule are complied with.
4. Prior to Commencement of the Development the Owner and the Council shall agree the Co-ordinator Costs (if any).
5. Prior to Commencement of the Development the Owner shall pay the agreed Co-ordinator Costs to the Council (if any).
6. Not to Commence or cause or permit to be Commenced any part of the Development until the obligations contained in paragraphs 1 - 5 of this Schedule have been complied with.
7. In the event of Significant Under-Performance the Council reserves the right to request the Construction Training Contribution. The Owner will have a period of not less than twenty eight (28) days to address any Significant Under-Performance from the date of the written notice by the Council prior to making the said payment and if within that twenty eight (28) days delivery rises to fifty (50) per cent or more of the total outputs specified in the Construction Training Scheme then the Construction Training Contribution will not be payable by the Owner and the request for payment will be withdrawn by the Council.
8. In the event of Significant Under-Performance, not to Occupy or cause to be Occupied any part of the Development before the Construction Training Contribution is paid to the Council.

Construction Training Contribution in Lieu

9. The Construction Training Scheme will not be required and the obligations within paragraphs 1 – 8 (inclusive) above shall not apply where the Owner and the Council agree in writing prior to Commencement of Development that the Owner shall pay the Construction Training Contribution in lieu of provision of the Construction Training Scheme. In the event that the parties agree that the Construction Training Contribution is due this shall be paid to the Council prior to Commencement of the Development

10. Not to Occupy or cause to be Occupied any part of the Development before either:
 - 10.1 the approved Construction Training Scheme has been implemented and delivered by the Owner throughout the construction period of the Development in accordance with that approved scheme and the Co-ordinator Costs have been paid to the Council (if any) and the Co-ordinator Costs have been paid to the Council (if any); or
 - 10.2 In the event of Significant Under-Performance the Construction Training Contribution has been paid to the Council; or
 - 10.3 the Construction Training Contribution has been paid to the Council pursuant to paragraph 9 above.

SCHEDULE 5
HOSPITALITY TRAINING

The Owner hereby covenants and agrees with the Council as follows:

- 1 Prior to Commencement of the Development to submit the Hospitality Training Strategy to the Council for approval.
- 2 Not to Commence or cause or allow or permit to be Commenced any part of the Development before the Hospitality Training Strategy has been submitted to and approved in writing by the Council.
- 3 To make amendments to the approved Hospitality Training Strategy from time to time as reasonably required by the Council.
- 4 To observe and perform the requirements, recommendations and principles of the approved Hospitality Training Strategy for the lifetime of the Development.
- 5 The Hospitality Training Strategy will not be required where the Owner and the Council agree in writing prior to Commencement of Development that the Owner shall pay the Hospitality Training Contribution in lieu of provision of the Hospitality Training Strategy.
- 6 In the event that the parties agree that the Hospitality Training Contribution is due this shall be paid to the Council prior to Commencement of the Development.

SCHEDULE 6
Improvement to Public Realm

The Owner hereby covenants and agrees with the Council as follows:

1. Prior to Occupation of the Development to improve the public realm along Egerton Way including soft landscaping works along Bath Road (as shown on the Public Realm Plan) such improvements to be carried out by an approved contractor and agreed in writing by the Council.
2. To be responsible for the costs of improving the public realm as shown on the Public Realm Plan.

APPENDIX 1
FORM PO1

TO: PLANNING OBLIGATIONS OFFICER
PLANNING AND REGENERATION
LONDON BOROUGH OF HILLINGDON
3N CIVIC CENTRE
HIGH STREET UXBRIDGE
MIDDLESEX UB8 1UW
EMAIL: cil@hillingdon.gov.uk

FORM PO1

SECTION 106/278 LEGAL AGREEMENT
SITE ADDRESS:

PLANNING REFERENCE:

DESCRIPTION OF DEVELOPMENT:

DATE OF COMMITTEE AUTHORISATION:

SECTION 106 OBLIGATIONS

DATE OF IMPLEMENTATION OF DEVELOPMENT:

(i) NOTIFIED TO THE COUNCIL:

(ii) SUBMITTED TO THE COUNCIL WITH THIS FORM:

NB: Please continue of separate sheet(s) if necessary.
TICK BOX IF THIS FORM IS TO CONSTITUTE THE "FIRST NOTICE"
UNDER THE SECTION 278 HIGHWAY AGREEMENT IF THIS IS THE
"FIRST NOTICE" PLEASE ATTACH THE "FIRST PAYMENT" AS
SPECIFIED IN THE AGREEMENT

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FOR COUNCIL USE

NB: IF THIS IS THE FIRST NOTICE PASS IMMEDIATELY TO HIGHWAYS ENGINEERS
COST CODE: _____
PLANNING COSTS: _____
LEGAL COSTS: _____
OTHER COSTS (IDENTIFY): _____

MAINTENANCE COSTS (COMMUTED SUM) _____
INTEREST BEARING ACCOUNT FOR BENEFIT OF OBLIGATIONS YES/NO

APPENDIX 2
PLAN

APPENDIX 3
PUBLIC REALM IMPROVEMENT PLAN

THE COMMON SEAL of the
**MAYOR AND BURGESSES OF THE
LONDON BOROUGH OF HILLINGDON**

was duly affixed to this Agreement

in the presence of:-

MEMBER OF

THE COUNCIL.....

AUTHORISED OFFICER.....

EXECUTED AS A DEED by

ACRE HOTELS LIMITED acting by:-

KAMAL PANKHANIA

DIRECTOR... *in the presence of:-*

~~DIRECTOR/SECRETARY~~.....



Gareth Williams
Solicitor. SRA No. 127592
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