

DATED

14th June

2019

CLEARVIEW HOMES (BOURNE COURT) 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

BOURNE COURT SITE, BOURNE COURT RUISLIP

PLANNING APPLICATION NUMBER: 11891/APP/2018/3414

Attn: Vera Agbakoba
Planning & Corporate Team
Legal Services
London Borough of Hillingdon
Civic Centre
High Street
Uxbridge
Middlesex UB8 1UW
Ref: 3E/04/VA/12012

THIS PLANNING OBLIGATION BY DEED is dated

14th June

2019

and is made **BETWEEN:**

- (1) **CLEARVIEW HOMES (BOURNE COURT) LIMITED** (Company Registration No 11271353) a company registered in England whose registered office is situated at 201 Pinner Road, Northwood, Middlesex HA6 1BX ("the Developer")
- (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 Deed are enforceable.
- B The Council has the freehold interest in the Land registered under Title No. AGL208077 at the Land Registry and the leasehold interest in Land was conveyed to the Developer on [12 April 2019].
- C The Developer intends to develop the Land pursuant to the Planning Permission.
- D On 24 September 2018 the Planning Application was submitted to the Council for permission to develop the Land for the purposes and in the manner described in the Planning Application.
- E The Council resolved at its Major Applications Planning Committee meeting on 4 April 2019 to delegate authority to determine the Planning Application to the Head of Planning, Transportation and Regeneration subject to the prior completion of this Deed.
- F The Council has considered the provisions of the development plan and taken into account planning considerations affecting the Land and considers that in the interests of the proper planning of its area the Development of the

Land ought to only be carried out subject to the terms of this Deed and for that purpose the parties are willing to enter into this Deed.

THIS DEED WITNESSES AS FOLLOWS: -

1. DEFINITIONS AND INTERPRETATION

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

"Act"	means the Town and Country Planning Act 1990 (as amended);
"Affordable Housing"	means subsidised housing available through a Registered Provider as defined in the Housing and Regeneration Act 2008 (or other social landlord as the Director of Resident Services shall have approved in writing beforehand) to persons who cannot afford to rent or buy houses generally available on the open market to be provided in accordance with Schedule 1 ;
"Affordable Housing Commuted Sum"	means the sum of £2,681,000 (Two million six hundred and eighty one thousand pounds) to be paid to the Council in lieu of on site provision of Affordable Housing as set out in Schedule 1 and in accordance with the Council's local planning policies;
"Affordable Housing Units"	means thirty five per cent (35%) of the Dwellings as Affordable Housing by habitable room within the Development the layout, design tenure and specification of such Affordable Housing to be approved by the Council in accordance with Schedule 1 ;
"Authority's Area"	means the administrative area of the

	Council;
"Commencement of Development"	means the date on which any material operation as defined in Section 56(4) of the Act forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose) and "Commence" and "Commencement" shall be construed accordingly;
"Construction Training Contribution"	means the means the Index Linked sum calculated in accordance with the Planning Obligations Supplementary Planning Document as at the date of this Deed and to be provided in accordance with Schedule 2 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"	means a construction training scheme in respect of the Development to the value of the Training Costs to be implemented by the Developer to fund, arrange and/or provide construction training for workers and /or potential workers for the Development;
"the Contributions"	means the Construction Training Contribution (or any part payable pursuant to Schedule 2) and the contributions set

	out in the schedules to this Deed;
“Co-ordinator Costs”	means the Index Linked sum calculated using the following formula as prescribed within the Planning Obligations Supplementary Planning Document: "assumed as size of development as a % of work placement coordinator threshold size x total cost of work place coordinator. One fulltime post, estimated at £71,675 p.a. (based on typical salary with on-costs, admin support and promotion) would be required for commercial schemes of 7,500 square meters 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";
“the Council”	means the Council or any authority which may succeed to its function of enforcing the terms, provisions and planning obligations created by this Deed;
"Development"	means the development authorised by the Planning Permission;
“the Director of Residents Services”	means the Council’s Director of Residents Services or such person as the Services” Council designates as undertaking this role;
“Dwelling”	means a dwelling (including a house flat or maisonette) to be constructed pursuant to the Planning Permission;

"Form PO1"	means the form in the substantial format set out in Annex 1 ;
"Flood & Drainage Management and Maintenance Plan"	means a flood and drainage management and maintenance plan which shall include (but not be limited to): a. A plan of the drainage implemented on the site, showing all of the drainage network above and below ground. The responsibility of different parties such as the landowner, PMC, sewers offered for adoption and that to be adopted by the Council Highways services to be included; b. A management and maintenance plan for each aspect; c. Details of inspection regimes, performance specification, operation standards (remediation timescales for the resolving of issues where a PMC). d. Where overland flooding is proposed, the plan should include the appropriate actions to define those areas and actions required to ensure the safety of the users of the site should that be required. To be provided in accordance with Schedule 6;
"Highway Agreements"	means one or more highway agreements to be entered into by the Owner and the Council under Section 38 and/or Section 278 of the Highways Act 1980 in accordance with Schedule 5;

"Highway Works"	means the highway works to be carried out by the Developer to include kerbing, surfacing and tactile paving to marry the existing road to the new estate road to be provided in accordance with Schedule 5.
"Indexation"	means the application of the formula at clause 15 of this Deed and "Index Linked" shall be construed accordingly;
"Interest"	means interest at 4% above the base lending rate of HSBC Bank PLC from time to time;
"Land"	means all the land and buildings at Bourne Court Site, Bourne Court, Ruislip which is currently registered at the Land Registry under Title No. AGL208077 and is shown for identification purposes edged in red on the Plan;
"Monitoring Sum"	means the sum equivalent to five percent of the total Contributions to be used by the Council at its discretion for its costs incurred in administering, monitoring, reviewing and implementing this Deed;
"Occupation"	means occupation of the Land for the purposes permitted by the Planning Permission and "Occupy" and "Occupied" shall be construed accordingly;
"Parking Permit"	means any residential 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 as amended);
"Plan"	means the Plan attached to this Deed at Appendix 2 ;
"Planning Application"	means the application for planning permission for redevelopment to provide 87 residential units in two blocks, together with associated access, car and cycle parking; communal and private amenity space; and landscaping under planning application reference number 11891/APP/2018/3414;
"Planning Permission"	means the planning permission to be granted pursuant to the Planning Application in the substantial form set out in Appendix 3 ;
"Registered Provider"	means a social landlord registered with the HCA as a registered provider of social housing (as defined in the Housing and Regeneration Act 2008) or a registered provider who is approved by the Council such approval not to be unreasonably withheld or delayed
"Section 106 Reference"	means the planning application reference number 11891/APP/2018/3414;

"Shared Ownership Units"	means units offered, managed and disposed of by a Registered Provider on a leasehold basis at a premium representing a percentage of the open market value of that affordable unit and subject to a rent payable to the Registered Provider in respect of the equity percentage retained by the Registered Provider but where the lessee has the right to acquire the leasehold or freehold or such other form of intermediate tenure or product as may be agreed with the Council in writing
"Significant Under-Performance"	means delivery of less than fifty (50) per cent of the total construction courses or training placements or apprenticeships or other approved placements as specified in the Construction Training Scheme;
"SPD"	means Council's Planning Obligations Supplementary Planning Document adopted July 2014 and including any subsequent revisions as at the date of this Deed (or such other new supplementary planning guidance that the Council may adopt after the date of this agreement which relates to planning obligations);
"Specified Date"	means the date upon which an obligation arising under this Deed is due to be performed;
"Training Costs"	means the sum calculated using the following formula as prescribed within the SPD:

	"£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";
"Travel Plan"	means the travel plan statement to be provided by the Developer in accordance with Schedule 3 ;
"VAT"	means Value Added Tax.

- 1.2 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.
- 1.3 References in this Deed to any statute or statutory provision shall be construed as a reference to the same as it may from time to time be amended, extended, modified, consolidated or re-enacted whether before or at the date of this Deed
- 1.4 Unless the context otherwise requires, reference to any clause, paragraph, sub-clause or schedule or appendix is a reference to a clause, paragraph, sub-clause, schedule or appendix of or to this Deed.
- 1.5 The headings in this document are inserted for convenience only and shall not affect the construction or interpretation of this Deed.
- 1.6 Where a party includes more than one person named as a party any obligations of that party shall be joint and several unless there is an express provision otherwise.

- 1.7 References to any party to this Deed shall include the successors in title to that party and to any party deriving title through or under that party and in the case of the Council the successors to the Council's respective functions.
- 1.8 Where the agreement, approval, consent or an expression of satisfaction is required by the Developer under the terms of this Deed from the Council that agreement, approval, consent or satisfaction shall be given in writing and shall not be unreasonably withheld or delayed.
- 1.9 Without prejudice to the terms of any other provision contained in this Deed the Developer 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 Developer arising under this Deed.

2. STATUTORY PROVISIONS

- 2.1 This Deed is made pursuant to Section 106 of the Act, Section 111 of the Local Government Act 1972, Section 16 of the Greater London Council (General Powers) Act 1974 and Section 1 of the Localism Act 2011 to the intent that it will bind the Developer and the Mortgagee and their successors in title to the Land.
- 2.2 The covenants, restrictions and requirements imposed upon the Developer under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council as local planning authority against the Developer without limit of time.

3. CONDITIONALITY

The obligations in the Schedules to this Deed are subject to and conditional upon Commencement of the Development and all other parts have immediate force and effect unless specified otherwise.

4. MISCELLANEOUS

- 4.1 Nothing contained or implied in this Deed shall prejudice or affect the rights, powers, duties and obligations of the Council in exercise of their functions as local planning authority and their 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 Deed.
- 4.2 If any provision in this Deed shall be held to be invalid, illegal or unenforceable then the validity, legality and enforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 4.3 No waiver (whether express or implied) by the Council of any breach or default by the Developer 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 undertaking or obligation from acting upon any subsequent breach or default in respect thereof by the Developer.
- 4.4 Nothing in this Deed shall be construed as a grant of planning permission.
- 4.5 Unless expressly agreed otherwise in this Deed, the covenants in this Deed shall be enforceable without any limit of time against the Developer and any successors in title to the Land and assigns of the Developer or any person corporate or otherwise claiming title through or under the Developer an interest or estate to the Land or any part or parts of the Land 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 Deed nor any of 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 Deed after it shall have parted with its entire interest in the Land but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

- 4.7 This Deed 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 Developer or their successors in title) is modified by any statutory procedure or expires prior to Commencement of Development.
- 4.8 Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.
- 4.9 In the event of the planning obligations contained in this Deed being modified a note or memorandum thereof shall be endorsed upon this Deed.
- 4.10 This Deed cannot be amended or discharged without the prior consent in writing of the Developer and the Council or their respective successors in title.
- 4.11 No person shall be liable under this Deed to the extent that such person's interest in the Land is comprised solely of the ownership and/or occupation of a Dwelling in private occupation.
- 4.12 The obligations in this Deed will not bind any statutory undertaker who acquires an interest in the Land for purposes solely related to their functions, powers, duties or operations as a statutory undertaker.

5. THE DEVELOPER'S PLANNING OBLIGATIONS

The Developer covenants with the Council so as to bind the Land to observe and perform the obligations contained in clause 6 and schedules of this Deed.

6. COSTS

- 6.1 The Developer hereby covenants with the Council that on execution of this Deed it will pay the Council's costs incurred in the negotiation, preparation and execution of this Deed.

- 6.2 Prior to Commencement of Development the Developer will pay to the Council the Monitoring Sum. For the avoidance of doubt the Monitoring Sum shall be in addition to the costs referred to in sub-clause 6.1 above.

7 REGISTRATION OF DEED

- 7.1 The Developer recognises and agrees that covenants in this Deed shall be treated and registered:

- (a) As local land charges for the purposes of the Local Land Charges Act 1975; and
- (b) In the Charges Register of Title No AGL208077 at the Land Registry.

- 7.2 The Developer shall as soon as reasonably practicable after the completion of this Deed at its own cost do or concur in doing all things necessary to enable an entry of this Deed to be made in the Charges Register of the above title number of the Land and following the making of such entry shall furnish the Council's Borough Solicitor with a certified copy of the title information document relating to the said title in order that the Council may satisfy themselves that such entry has been made.

- 7.3 If the Developer fails to make the application referred to in clause 7.2 above the Council shall (without prejudice to any other right) be entitled to register the Deed and recover the expenses incurred in doing so from the Developer and the Developer hereby covenants with the Council to do or concur in doing all things necessary or advantageous to enable such entries to be made;

- 7.4 The Developer covenants that following the Land being conveyed from the Council to the Developer on [12 April] 2019 the Developer shall make an application to register itself as the Proprietor of the Land with the Land Registry within 28 days and shall confirm the relevant Title Number to the Council no later than 14 days after registration.

8. RIGHT OF ACCESS

Without prejudice to the Council's statutory rights of entry the Developer shall permit the Council and its authorised employees and agents upon

reasonable written notice to enter the Land at all reasonable times for the purpose of verifying whether or not any obligation arising under this Deed has been performed or observed.

9. ARBITRATION

9.1 All disputes, differences or questions arising out of this Deed or as to the rights or obligations of the parties under it or in connection with its construction shall be referred to arbitration by a single arbitrator to be agreed between the parties or, failing agreement, within 21 days by an arbitrator to be appointed at the request of any party by the President of The Royal Institution of Chartered Surveyors as the case may be having due regard to any representations made to him as to the appropriate qualifications of such arbitrator.

9.2 The arbitration shall take place in London and shall be in accordance with the Arbitration Act 1996 or any re-enactment or modification of such Act for the time being in force, unless otherwise agreed in writing by the Council.

10. THIRD PARTIES

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

11. NOTICES

11.1 All notices served under or in connection with this Deed 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 Deed shall be sent to the:

- a) the Council at Director of Residents Services, London Borough of Hillingdon, Civic Centre, High Street, Uxbridge, Middlesex, UB8 1UW and shall cite the Section 106 Reference for this Deed; and
- b) to the Developer at the address hereof

12. FORM PO1

Prior to Commencement of the Development the Developer shall notify the Council that they intend to Commence the Development by completing and sending Form PO1 to the Council addressed to the Director of Residents Services, 3 North, London Borough of Hillingdon, High Street Uxbridge UB8 1UW and shall cite the Section 106 Reference.

13. CHANGE IN OWNERSHIP

The Developer 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 Deed 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 Section 106 Reference save that this clause 13 will not apply to the disposal of individual Dwellings .

14. CONTRIBUTIONS

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

- (a) The Contributions due under this Deed shall be delivered to the person and address specified in clause 12 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 Deed the Council shall not use the payment otherwise than for that purpose or

for such other purpose as the Developer (at its absolute discretion) and the Council may agree in writing.

- 14.3 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 Developer the unexpended or uncommitted (as the case may be) part of the Contributions (with any accrued interest).

15. INDEXATION

The Developer agrees with the Council that any sums payable by the Developer 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 Specified Date;
- (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 Specified Date;
- (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.

16. 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.

17. VAT

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

- 17.2 The Developer 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 Developer and the VAT shall be paid accordingly.

18. JURISDICTION

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

IN WITNESS of which this Agreement has been duly executed as a Deed and has been delivered once dated.

SCHEDULE 1

AFFORDABLE HOUSING COMMUTED SUM

The Developer hereby covenants with the Council as follows:

1. To pay 25% of the Affordable Housing Commuted Sum to the Council upon the transfer of the freehold interest in the Land from the Council to the Developer.
2. To pay 25% of the Affordable Housing Commuted Sum to the Council upon Commencement of Development.
3. To pay 25% of the Affordable Housing Commuted Sum to the Council upon completion of ground floor slab to all blocks (golden brick stage).
4. To pay 25% of the Affordable Housing Commuted Sum to the Council upon completion of the final residential unit.
5. Not to Occupy or cause or allow or permit Occupation of the Development or any part of the Development until 50% of the Affordable Housing Commuted Sum (as shown in the phases set out in paragraphs 1 to 4 above) has been paid to the Council.

SCHEDULE 2
CONSTRUCTION TRAINING

The Developer hereby covenants with the Council as follows:

Construction Training Scheme: In-kind Provision.

1. Prior to Commencement of Development to meet (along with the Developer's main contractor) with representatives from the Council's performance team and agree the basis and methodology of the Construction Training Scheme for this Development.
2. The Developer shall thereafter implement and adhere to the agreed Construction Training Scheme in order that obligations in this Schedule are met.
3. The Developer shall issue a written statement to prospective contractors and sub-contractors at the tendering of work stage which sets out the obligations in this Schedule and the Developer's commitment to ensuring that the obligations contained in this Schedule are complied with.

Co-ordinator Costs.

4. Prior to Commencement of Development the Developer and the Council shall agree the Co-ordinator Costs (if any).
5. Prior to Commencement of the Development the Developer 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 in paragraphs 1,3, 4 and 5 of this Schedule have been complied with.
7. In the event of Significant Under-Performance the Council reserves the right to request the Training Costs. The Developer 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 Training Costs will not be payable by the Developer and the request for payment will be withdrawn by the Council. For the avoidance of doubt in the event of Significant Under-Performance the Training Costs are payable to the Council in addition to the Co-ordinator Costs to be paid in accordance with paragraph 4 of this Schedule.

8. In the event of Significant Under-Performance, not to Occupy or cause to be Occupied any part of the Development before the Training Costs 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 Developer and the Council agree in writing prior to Commencement of Development that the Developer 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 Developer 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); or
 - 10.2. in the event of Significant Under-Performance the Construction Training Contribution has been paid to the Council; or
 - 10.2.1. the Construction Training Contribution has been paid to the Council pursuant to paragraph 9 above.

SCHEDULE 3
TRAVEL PLAN

In this Schedule 3 the following definitions shall apply:

'Auditor'	means 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 Monitoring
'Car'	means a four wheeled motor vehicle other than one powered by electricity
"Residents/Employees/Users"	means a person making the journey to/from the Development
'Monitoring'	means a survey of Residents/Employees/Users of 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 Residents/Employees/Users when travelling between home and the Development on a particular day (or any alternative method of achieving that object approved in writing by the Council from time to time)
'Monitoring Period'	means the period of up to a maximum of ten (10) years beginning on Occupation of the Development
'Targets'	means for targets for achieving a decrease in the proportion of persons travelling to and from the Development by 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 Travel Plan which shall be submitted to and approved by the Council for the Development
'Travel Plan Bond'	means the bond in the sum of Twenty Thousand pounds (£20,000) to secure the obligations in this schedule and in the Travel Plan in a form first approved by the Council in writing
'Travel Plan Co-ordinator'	means the person or persons to be appointed by the Owner to act as Co-ordinator of the Travel Plan who shall be responsible for the implementation, monitoring and progress reporting of the Travel Plan for a period of not less than the Monitoring Period in order to achieve the objectives of the Travel Plan

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

1. Not to Occupy the Development until the Travel Plan has been submitted to and approved in writing by the Council (such approval not to be unreasonably withheld or delayed).
2. The 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 Travel Plan;
 - 2.2. The length of the monitoring period for the 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 Travel Plan;

2.4. The period post Occupation when the initial Monitoring survey will be undertaken and details of subsequent Monitoring surveys for the purposes of assessment achievement of Targets;

2.5. The Targets.

3. The 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 Development.
4. To procure the funding and implementation of the Travel Plan in accordance with the actions and timetable specified therein and thereafter to comply with the Travel Plan for the Monitoring Period.
5. The Owner shall not Occupy any part of the Development until a Travel Plan Co-ordinator has been appointed and details of the name, office, address, email address and telephone number of the said 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 costs of any Monitoring survey and auditing and any remuneration and expenses payable to the Travel Plan Co-ordinator and the Auditor.
7. In the event that the 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 Travel Plan Co-ordinator as soon as reasonably practicable.
8. Following approval of the Travel Plan of the Development the Travel Plan Co-ordinator shall monitor and review the Travel Plan for a period of not less than the Monitoring Period including undertaking the following:
 - 8.1. within twenty eight (28) days of the Occupation of the Development to provide written details of the Travel Plan to all new occupiers of the Development;

- 8.2. to use reasonable endeavours to ensure that Residents/Employees/Users of the Development comply with the Travel Plan;
 - 8.3. to undertake the initial Monitoring survey which shall not be carried out later than one (1) year after Occupation of the Development and to undertake an annual review of the Travel Plan and provide a written report within twenty eight (28) days of the review to the Council;
 - 8.4. to supply the Council with a statistical summary of the modes of transport used by Residents/Employees/Users disclosed by any monitoring surveys or copies of any questionnaires completed by Residents/Employees/Users;
 - 8.5. to secure that the results of each Monitoring survey are verified by an Auditor within two (2) calendar months of the Monitoring surveys 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 Travel Plan within twenty eight (28) days of such recommendation being made by the Council.
 10. Prior to Occupation of the Development the Owner shall enter into a Travel Plan Bond in order to secure the due performance by the Owner of its Monitoring survey and reporting obligations, or the achievement of Targets as contained in the Travel Plan.
 11. The Council shall not be entitled to drawdown any of the Travel Plan Bond except in the event of a default by the Owner to submit one or more Monitoring surveys, as shall be detailed in the Travel Plan, within the timetable specified in the Travel Plan or failure to achieve Targets and the Council shall only be entitled to drawdown any of the Travel Plan Bond as is necessary in order to cover the cost the Council incurs in carrying out the said Travel Plan Monitoring surveys or implementing measures to achieve compliance with the aims of the Travel Plan, to include implementing measures to achieve Targets.
 12. The Travel Plan Bond shall be released following the expiration of the Monitoring Period.

SCHEDULE 4
RESIDENTIAL PARKING PERMITS

The Developer covenants and agrees with the Council as follows:-

1. Upon completion of this Deed not to apply to the Council for a Parking Permit in respect of any Dwelling nor to knowingly permit any owner or occupier of the Dwelling to apply to the Council for a Parking Permit and if such a permit is issued in respect of the Dwelling it shall be surrendered to the Council within seven (7) days of written demand.

2. That all material used for advertising or marketing the Dwellings for letting or sale will notify prospective owners and occupiers that they will not be entitled to apply for a Parking Permit.

3. That in respect of every freehold transfer or lease granted assigned transferred or otherwise provided in respect of any Dwelling on the Land the following covenant shall be imposed (or a covenant of substantially the same nature in respect of any tenancy agreement licence or other instrument entitling Occupation of the Dwelling):

"the transferee/lessee for himself and his successors in title being the owner or owners for the time being [of [plot No. []]/the terms of years hereby granted] hereby covenant with the transferor/lessor and separately with the Mayor and Burgesses of the London Borough of Hillingdon ("the Council") not to apply for nor knowingly permit an application to be made by any person residing in the premises to the London Borough of Hillingdon for a parking permit (save for the display of badges on motor vehicles used by disabled persons issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970 as amended) and if such a permit is issued then it shall be surrendered within seven (7) days of written request to do so from the Council and this covenant shall also be enforceable by the Council under the Contracts (Rights of Third Parties) Act 1999, section 1"

4. For the avoidance of doubt the provisions of clause 4.6 of this Deed do not apply to this Schedule.

SCHEDULE 5
HIGHWAY WORKS

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

1. Not to Occupy or permit or cause to be Occupied any part of the Development until the Highway Works have been completed to the satisfaction of the Council.
2. To enter into one or more Highway Agreements for the Highways Works before the Highways Works are commenced or to procure that the Developer's successor in title to the Land shall enter into one or more Highway Agreements for the Highways Works before the Highways Works are commenced.
3. Without prejudice to the requirements of paragraph 2 of this Schedule, the scope and specification of any Highways Works (including the scope and specification of any associated works, studies, audits or modelling referred to in paragraph 6 below) shall be first agreed in writing by the Council's Highways Engineer.
4. To be responsible for the full costs of the Highways Works including any traffic orders the Council seeks to make which are necessary to implement the Highways Works, whether or not such orders are successfully made.
5. The Developer shall pay the Council's reasonable and proper legal costs in entering into any Highways Agreements.
6. The Highway Works shall include (but may not be limited to):
 - 6.1. Minor works to include kerbing, surfacing and tactile paving to marry the existing road to the new estate road.

SCHEDULE 6
FLOOD AND DRAINAGE MANAGEMENT AND MAINTENANCE PLAN

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

1. Prior to Commencement of the Development to submit a Flood and Drainage Management and Maintenance Plan to the Council for its written approval (such approval not to be unreasonably withheld or delayed).
2. Not to Commence or permit Commencement of the Development unless and until the Flood and Drainage Management and Maintenance Plan has been approved in writing by the Council.
3. The Developer shall have regard to any reasonable recommendations made by the Council as to further requirements that should be included in the Flood and Drainage Management and Maintenance Plan
4. The Developer covenants to observe and perform the requirements, recommendations and principles of the approved Flood and Drainage Management and Maintenance Plan for the lifetime of the Development.

APPENDIX 1

FORM PO1

TO: HEAD OF PLANNING AND ENFORCEMENT
RESIDENTS SERVICES
LONDON BOROUGH OF HILLINGDON
3N CIVIC CENTRE
HIGH STREET UXBRIDGE
MIDDLESEX UB8 1UW

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: _____

SECTION 106/278 OBLIGATION:

(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

☐

FOR COUNCIL USE

NB: IF THIS IS THE FIRST NOTICE PASS IMMEDIATELY TO HIGHWAYS ENGINEERS

COST CODE: _____

PLANNING COSTS: _____

LEGAL COSTS: _____

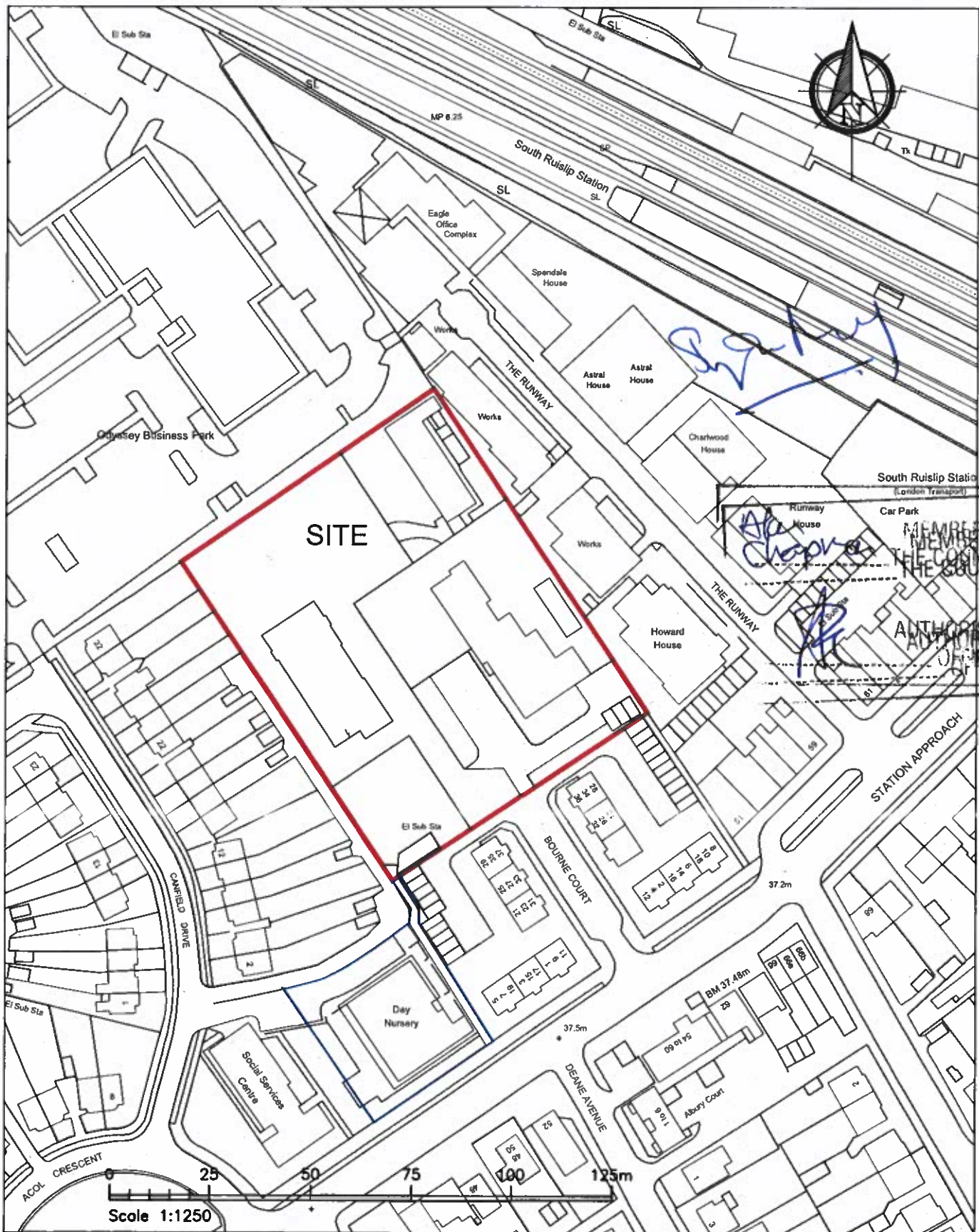
OTHER COSTS (IDENTIFY): _____

MAINTENANCE COSTS (COMMUTED SUM)

INTEREST BEARING ACCOUNT FOR BENEFIT OF OBLIGATIONS **YES/NO**

APPENDIX 2

PLAN



MEMBER OF
THE COUNCIL
AUTHORISED
OFFICER



RESIDENTS SERVICES, CAPITAL PROGRAMME
2E/10, CIVIC CENTRE, UXBRIDGE, UB8 1UW
Tel: 01895 250 111
Fax: 01895 277 224

NOTES: - DO NOT SCALE FROM THIS DRAWING. The Contractor must verify all dimensions at the site before setting out, commencing work, or making any shop drawings. Any discrepancies must be reported to the Contract Administrator before proceeding.

Rev	Revision notes	Initials	Date
Project BOURNE COURT SITE, BOURNE COURT, RUISLIP, HA4 6SW		Scale 1:1250 @ A4	Drawn by SAM
Description SITE LOCATION PLAN		Date JUNE/2016	Checked by SV
Drawing No. 2016/D189/P/01			Rev.

APPENDIX 3
DRAFT PLANNING PERMISSON

DRAFT

Mr Richard Henley
45 Welbeck Street
Marylebone
London
W1G 8DZ

Application Ref: 11891/APP/2018/3414

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:-

(This authority is given by the issuing of this notice under Regulation 3 of the Town and Country Planning General Regulations 1992 and shall enure only for the benefit of the land).

Description of development:

Redevelopment to provide 87 residential units in two blocks, together with associated access, car and cycle parking; communal and private amenity space; and landscaping

Location of development: Bourne Court Site Bourne Court Ruislip

Date of application: 24 September 2018

Plan Numbers: See attached Schedule of plans

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

Draft Decision Notice produced: 5 April 2019

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

Amendments required: YES / NO

NOTES: This decision does not purport to convey any approval or consent which may be required under any by-laws, building regulations, or under any enactment other than the Town and Country Planning Act 1990.

TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)

GRANT OF PLANNING PERMISSION

Application Ref: 11891/APP/2018/3414

SCHEDULE OF CONDITIONS

- 1 . 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.

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

303-PL-100-02
303-PL-200-02
303-PL-201-02
303-PL-202-02
303-PL-204-01
303-PL-300-01
303-PL-302-01
303-PL-303-01
303-PL-304-01
303-PL-305-01
303-PL-306-02
303-PL-310-01

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 (March 2016).

SCHEDULE OF CONDITIONS

- 3 . The development hereby permitted shall be carried out in accordance with the specified supporting plans and/or documents:

Revised Energy Assessment & Appendices, Ref: 3161, Issue No.3, prepared by Eight Associates
Revised Transport Statement & Appendices, prepared by Paul Mew Associates dated January 2019
Arboricultural Implication Assessment, Ref: 3162, Issue No.2, prepared by Writtle Forest / Eight Associates
Arboricultural Method Statement, Ref: 3162, Issue No.1, prepared by Writtle Forest / Eight Associates
Tree Survey and Tree Constraints Plan, 3162, Issue No.1, prepared by Writtle Forest / Eight Associates
Tree Constraints Plan No: 3162-001 Rev A, Writtle Forest / Eight Associates
Tree Protection Plan No: 3162/001 Rev 2, Writtle Forest / Eight Associates
Ecology Briefing Note, prepared by CSA Environmental dated August 2018
Sustainability Statement, Ref: 3161, Issue No.2, prepared by Eight Associates
Flood Risk Statement - Ref: 18039/CB, prepared by Water Environment dated 07/09/2018
Drainage Strategy, Project No: 18039, prepared by Water Environment dated September 2018
Drainage Strategy Plan - drawing no. 18039-SK01, dated 01.08.18

Thereafter the development shall be retained/maintained in accordance with these details 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 (March 2016).

- 4 . No development shall take place until plans of the site showing the existing and proposed ground levels and the proposed finished floor levels of all proposed buildings have been 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 of the Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012).

SCHEDULE OF CONDITIONS

- 5 . Prior to the commencement of works above damp proof course level, details of all materials and external surfaces, including details of balconies and terraces, have been submitted (including physical samples where appropriate) 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 of the Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012).

- 6 . Prior to the commencement of works above damp proof course level, full details of the physical measures to prevent overlooking, between the proposed flats which in Block A would be on the First Floor: between unit nos. 25, 24, 23 and 26, 27; Second Floor: between units nos. 44, 43, 42 and 45, 46. On the south east corner of Block A and the north elevation of Block B are: First Floor: between unit nos. 22 (Block A) and 72 (Block B); and Second Floor: between units nos. 41 (Block A) and 85 (Block B); in addition all bedroom windows at ground floor overlooking the car parking spaces (nos.9, 10, 11, 12, 60, 61 and 62); to include the height, colour and material of balcony privacy screens, louvres, fins and/or oriel windows, shall be submitted to and approved in writing by the Local Planning Authority. The approved details shall be implemented prior to the first occupation of the flats hereby approved and shall be retained thereafter. Unless otherwise agreed in writing with the Local Planning Authority.

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

- 7 . Prior to commencement of works, a detailed energy assessment shall be submitted to and approved by the Local Planning Authority. The assessment shall include the measures (incorporating specifications) proposed to reduce the CO2 emission by 35% from a building regulations compliant building. The detailed assessment shall provide:

- 1 - clear details on the energy efficiency measures including a commentary by a relevant expert on the impacts this has on the emissions in relation to a building regulations compliant development;
- 2 - full details of the CHP facility and / or any other mitigation measures as agreed with the Local Planning Authority - including energy and fuel inputs/outputs; location and type of main CHP unit; details of the connection through the building; emissions from the unit; and the maintenance regime;
- 3 - full details of the low and zero carbon technology including location, specification and type of equipment. In this instance it should be noted that the use/installation of PV Panels has been strictly prohibited by the Ministry of Defence and therefore can not be utilised.

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

Reason

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

- 8 . Prior to the commencement of works above damp proof course level, a scheme including plans and planting schedules shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall include full details of the measures to enhance natural habitats; this must include a robust landscaping strategy which considers biodiversity value as well as the inclusion of features such as bird boxes across the site. The development must proceed in accordance with the approved details.

REASON

To ensure the development contributes to ecological enhancement in accordance with Policy EM8 of the Hillingdon Local Plan: Part One Strategic Policies (November 2012) and Policy 7.28 of the London Plan (March 2016).

SCHEDULE OF CONDITIONS

9. Prior to the commencement of works above damp proof course level, 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
- 1.d The soft landscaping plan should include the removal of hedge TG03 on the eastern boundary and replaced with more suitable boundary planting

2. Details of Hard Landscaping

- 2.a Covered and Secure Refuse Storage
- 2.b Covered and Secure Cycle Storage (for 176 bicycles)
- 2.c Means of enclosure/boundary treatments, including security measures/gates by way of controlled access to the development
- 2.d Car Parking Layouts - to show total number of 87 parking spaces, including 9 disability standard spaces, and 4 motorcycle parking spaces and including demonstration 49% of all parking spaces are served by electrical charging points (20 to be active and 23 to be passive)
- 2.e Hard Surfacing Materials
- 2.f External Lighting
- 2.g 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 surfacing/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 of the Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012) and Policies 5.11 (living walls and roofs), 5.17 (refuse storage) and 6.9 (cycling) of the London Plan (March 2016).

SCHEDULE OF CONDITIONS

- 10 . Trees, hedges and shrubs shown to be retained on the approved plan shall not be damaged, uprooted, felled, lopped or topped without the prior written consent of the Local Planning Authority. If any retained tree, hedge or shrub is removed or severely damaged during construction, or is found to be seriously diseased or dying another tree, hedge or shrub shall be planted at the same place or, if planting in the same place would leave the new tree, hedge or shrub susceptible to disease, then the planting should be in a position to be first agreed in writing with the Local Planning Authority and shall be of a size and species to be agreed in writing by the Local Planning Authority and shall be planted in the first planting season following the completion of the development or the occupation of the buildings, whichever is the earlier. Where damage is less severe, a schedule of remedial works necessary to ameliorate the effect of damage by tree surgery, feeding or groundwork shall be agreed in writing with the Local Planning Authority. New planting should comply with BS 3936 (1992) 'Nursery Stock, Part 1, Specification for Trees and Shrubs' Remedial work should be carried out to BS BS 3998:2010 'Tree work - Recommendations' and BS 4428 (1989) 'Code of Practice for General Landscape Operations (Excluding Hard Surfaces)'. The agreed work shall be completed in the first planting season following the completion of the development or the occupation of the buildings, whichever is the earlier.

REASON

To ensure that the trees and other vegetation continue to make a valuable contribution to the amenity of the area in accordance with policy BE38 of the Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012) and to comply with Section 197 of the Town and Country Planning Act 1990.

- 11 . The buildings and car park shall achieve '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). No dwelling shall be occupied until accreditation has been achieved.

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

- 12 . (i) The development hereby permitted shall not commence until a scheme to deal with contamination has been submitted in accordance with the Supplementary Planning Guidance on Land Contamination and approved by the Local Planning Authority (LPA). The scheme shall include all of the following measures unless the LPA 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.
 - (c) A written method statement providing details of the remediation scheme and how the completion of the remedial works will be verified shall be agreed in writing with the LPA prior to commencement.
- (ii) If during development or works contamination not addressed in the submitted remediation scheme is identified, an addendum to the remediation scheme must be agreed with the LPA prior to implementation; and
- (iii) Any soils imported to the site shall be tested and certified as free from contamination.
- (iv) All works which form part of the remediation scheme shall be completed and a verification report submitted to the Council's Environmental Protection Unit before any part of the development is occupied or brought into use unless the LPA dispenses with any such requirement specifically and in writing.

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 Local Plan: Part Two Saved UDP Policies (November 2012).

- 13 . No contaminated soils or other materials shall be imported to the site. 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 Local Plan: Part Two Saved UDP Policies (November 2012).

SCHEDULE OF CONDITIONS

- 14 . The first and second floor windows in the south west elevation of Blocks A and B, overlooking Canfield Drive, shall be glazed with permanently obscured glass and non-opening below a height of 1.8 metres taken from internal finished floor level for so long as the development remains in existence.

REASON

To prevent overlooking to adjoining properties in accordance with policy BE24 of the Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012).

- 15 . No unit hereby approved shall be occupied until a parking designation and allocation scheme has been submitted to, and approved in writing by, the Local Planning Authority. Thereafter the 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.

REASON

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

- 16 . Prior to occupation, a Delivery and Servicing Plan (DSP), as referred to in the London Freight Plan, which identifies efficiency and sustainability measures to be undertaken once developments are operational shall be submitted to and approved by the Local Planning Authority in conjunction with TfL.

The approved details shall be implemented and maintained throughout the duration of the demolition and construction process.

REASON

To to minimise congestion impacts and improve safety in accordance with Policies 6.13 and 6.14 of the London Plan (2016).

SCHEDULE OF CONDITIONS

- 17 . The proposed development hereby approved, shall not commence until a Construction Environmental Management Plan (CEMP), has been submitted to and approved in writing by the Local Planning Authority (LPA) in conjunction with the MoD covering the application site and any adjoining land which will be used during the construction period. The Plan will be a requirement given the constraints and sensitivities of the local residential road network in order to minimise/avoid potential detriment to the public realm. 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. The Plan shall include the details of cranes and other tall construction equipment (including the details of obstacle lighting).

All demolition, construction and enabling work at the development shall be carried out in accordance with the approved Plan unless otherwise agreed in writing by the LPA.

Reason:

- To safeguard the amenity of surrounding areas in accordance with Policy OE5 of the Hillingdon Local Plan: Part Two (November 2012);
- 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 of the Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012) and the London Plan (2016); and
- To ensure that construction work and construction equipment on the site and adjoining land does not obstruct air traffic movements or otherwise impede the effective operation of air traffic navigation transmitter/receiver systems. In compliance with Policy A6 of the Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012)

SCHEDULE OF CONDITIONS

- 18 . The proposed development hereby approved, shall not commence until a Bird Hazard Management Plan has been submitted to and approved in writing by the Local Planning Authority. To maintain air traffic safety this plan should make provision for the applicant to:

- Prevent the successful breeding of gulls at the site by appropriate licensed means.
- At the reasonable request of the MOD disperse any gulls or other bird populations considered by the MOD to pose an unacceptable hazard to air traffic.
- Management of any flat/shallow pitched roofs on buildings within the site which may be attractive to nesting, roosting and "loafing" birds. The management plan shall comply with Advice Note 8 'Potential Bird Hazards from Building Design'.
- Ensure the landscaping plan includes no more than 10% of berry bearing species.
- Provide access to the roof for personnel undertaking bird control measures.

The Bird Hazard Management Plan shall be implemented as approved upon completion of the roofs 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

To comply with policy A6 of the Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012), and to manage the roof areas in order to minimise its attractiveness to birds which could endanger the safe movement of aircraft and the operation of Heathrow Airport.

- 19 . Prior to the commencement of works above damp proof course level, a noise assessment shall be submitted to the Council for approval of external noise levels incl. reflected and re-radiated noise and details of the sound insulation of the building envelope, orientation of habitable rooms away from major noise sources and of acoustically attenuated mechanical ventilation as necessary to achieve internal room - and (if provided) external amenity noise standards in accordance with the criteria of BS8233:2014. Approved details shall be implemented prior to occupation of the development and thereafter be permanently retained.

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 of the Hillingdon Local Plan: Part Two - Saved UDP Policies (November 2012).

- 20 . Prior to the commencement of works above damp proof course level, details shall be submitted to and approved in writing by the Council, of an enhanced sound insulation value $D_{nT,w} + C_{tr}$ [and $L'_{nT,w}$] of at least 5dB above the Building Regulations value, for the floor/ceiling/wall structures separating different types of rooms/ uses in adjoining dwellings, namely [eg. living room and kitchen above bedroom of separate dwelling]. Approved details shall be implemented prior to occupation of the development and thereafter be permanently retained.

Reason: To ensure that the amenity of the occupiers of the proposed development is not adversely affected and to safeguard the amenity of the surrounding area in accordance with policy OE1 of the Hillingdon Unitary Development Plan.

SCHEDULE OF CONDITIONS

- 21 . The rating level of noise emitted from the plant and/or machinery equipment in connection with the proposed development hereby approved shall be lower than the lowest existing background noise level by at least 5dBA. The measurements and assessment shall be made in accordance with British Standard BS4142:2014, "Method for rating industrial noise affecting mixed residential and industrial areas." The noise levels shall be determined at the nearest and/or most affected noise sensitive premises, with all machinery operating together at maximum capacity. 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. Any such 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 policies OE1 and OE5 of the Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012).

- 22 . The development hereby approved shall ensure that 10% of the residential units are constructed to meet the standards for Category 3 M4(3) dwelling, with all remaining units designed to the standards for Category 2 M4(2) dwelling, as set out in Approved Document M to the Building Regulations (2010) 2015, and all such provisions shall remain in place for the life of the building.

REASON: To ensure that an appropriate standard of housing stock, in accordance with London Plan Policy 3.8 (c) and (d), is achieved and maintained (2016).

- 23 . Prior to occupation of the development hereby approved, the applicant shall submit a refuse management plan to the Local Planning Authority for its approval. The plan shall include details of refuse and recycling storage enclosure/s and shall detail how the refuse and recycling bins shall be moved to a predefined collection point, together with details of a management company responsible for it. The approved measures shall be implemented and maintained for so long as the development remains in existence.

REASON

To ensure appropriate refuse storage is provided on site, to safeguard highway safety and to safeguard the free flow of traffic, in accordance with policies OE3, AM2 and AM7 of the Hillingdon Local Plan: Part 2 Saved UDP Policies (Nov 2012) and policy 5.17 of the London Plan (2016).

- 24 . Prior to occupation of the development, details in respect of the play equipment accessible to disabled children, including those with a sensory impairment, or complex multiple disabilities, shall be submitted and approved in writing by the Local Planning Authority. Furthermore all areas of hard and soft landscaping shall be constructed to accord with the prescribed standards and tolerances set out in BS8300:2018.

REASON:

To ensure development achieves a high standard of inclusive design in accordance with London Plan policy 7.2.

SCHEDULE OF CONDITIONS

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 Local Plan: Part Two Saved UDP Policies (November 2012) 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 (March 2016) and national guidance.

BE13	New development must harmonise with the existing street scene.
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.
BE22	Residential extensions/buildings of two or more storeys.
BE23	Requires the provision of adequate amenity space.
BE24	Requires new development to ensure adequate levels of privacy to neighbours.
BE38	Retention of topographical and landscape features and provision of new planting and landscaping in development proposals.
OE1	Protection of the character and amenities of surrounding properties and the local area
OE5	Siting of noise-sensitive developments
H4	Mix of housing units
H5	Dwellings suitable for large families
H8	Change of use from non-residential to residential
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
R16	Accessibility for elderly people, people with disabilities, women and children

SCHEDULE OF CONDITIONS

R17	Use of planning obligations to supplement the provision of recreation, leisure and community facilities
AM2	Development proposals - assessment of traffic generation, impact on congestion and public transport availability and capacity
AM7	Consideration of traffic generated by proposed developments.
AM9	Provision of cycle routes, consideration of cyclists' needs in design of highway improvement schemes, provision of cycle parking facilities
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 3.3	(2016) Increasing housing supply
LPP 3.4	(2015) Optimising housing potential
LPP 3.5	(2016) Quality and design of housing developments
LPP 3.8	(2016) Housing Choice
LPP 5.12	(2016) Flood risk management
LPP 5.13	(2016) Sustainable drainage
LPP 5.17	(2016) Waste capacity
LPP 5.2	(2016) Minimising Carbon Dioxide Emissions
LPP 5.3	(2016) Sustainable design and construction
LPP 5.7	(2016) Renewable energy
LPP 6.13	(2016) Parking
LPP 6.9	(2016) Cycling
LPP 7.19	(2016) Biodiversity and access to nature
LPP 7.2	(2016) An inclusive environment
LPP 7.21	(2016) Trees and woodlands
LPP 7.3	(2016) Designing out crime
LPP 7.4	(2016) Local character
LPP 8.2	(2016) Planning obligations
LPP 8.3	(2016) Community infrastructure levy
NPPF- 11	NPPF-11 2018 - Making effective use of land
NPPF- 2	NPPF-2 2018 - Achieving sustainable development

- 3 . 1. An accessible parking space, with a 1.2 m defined transfer area, should be provided for every M4 (3) dwelling. The bays should not be marked with the international wheelchair symbol, but all other specifications would need to be provided.

2. Paving materials, lighting and appropriate visual contrasts should accord with the

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specifications prescribed in BS 8300:2018.

3. The inclusion of a separate shower room and cloakroom within the M4(2) units should be redesigned to provide a bathroom capable of 1500 mm diameter turning circle (with the bath tub removed).

- 4 . On this decision notice policies from the Councils Local Plan: Part 1 - Strategic Policies appear first, then relevant saved policies (referred to as policies from the Hillingdon Unitary Development Plan - Saved Policies September 2007), then London Plan Policies (2016). On the 8th November 2012 Hillingdon's Full Council agreed the adoption of the Councils Local Plan: Part 1 - Strategic Policies. Appendix 5 of this explains which saved policies from the old Unitary Development (which was subject to a direction from Secretary of State in September 2007 agreeing that the policies were 'saved') still apply for development control decisions.
- 5 . You are advised this permission is based on the dimensions provided on the approved drawings as numbered above. The development hereby approved must be constructed precisely in accordance with the approved drawings. Any deviation from these drawings requires the written consent of the Local Planning Authority.
- 6 . You are advised that if any part of the development hereby permitted encroaches by either its roof, walls, eaves, gutters, or foundations, then a new planning application will have to be submitted. This planning permission is not valid for a development that results in any form of encroachment.
- 7 . You should contact Thames Water Utilities and the Council's Building Control Service regarding any proposed connection to a public sewer or any other possible impact that the development could have on local foul or surface water sewers, including building over a public sewer. Contact: - The Waste Water Business Manager, Thames Water Utilities plc, Kew Business Centre, Kew Bridge Road, Brentford, Middlesex, TW8 0EE. Building Control Service - 3N/01, Civic Centre, High Street, Uxbridge, UB8 1UW (tel. 01895 250804 / 805 / 808).
- 8 . A Groundwater Risk Management Permit from Thames Water will be required for discharging groundwater into a public sewer. Any discharge made without a permit is deemed illegal and may result in prosecution under the provisions of the Water Industry Act 1991. We would expect the developer to demonstrate what measures he will undertake to minimise groundwater discharges into the public sewer. Permit enquiries should be directed to Thames Water's Risk Management Team by telephoning 02035779483 or by emailing wwriskmanagement@thameswater.co.uk. Application forms should be completed on line via www.thameswater.co.uk/wastewaterquality.
- 9 . The proposed development is located within 15m of Thames Waters underground assets, as such the development could cause the assets to fail if appropriate measures are not taken. Please read our guide 'working near our assets' to ensure your workings are in line with the necessary processes you need to follow if you're considering working above or near our pipes or other

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structures.<https://developers.thameswater.co.uk/Developing-a-large-site/Planning-your-development/Working-near-or-diverting-our-pipes>. Should you require further information please contact Thames Water. Email: developer.services@thameswater.co.uk Phone: 0800 009 3921 (Monday to Friday, 8am to 5pm) Write to: Thames Water Developer Services, Clearwater Court, Vastern Road, Reading, Berkshire RG1 8DB

- 10 . The proposed development is within the area covered by the Affinity Water Company. For your information the address to write to is:
Affinity Water Company The Hub, Tamblin Way, Hatfield, Herts, AL10 9EZ - Tel - 0845 782 3333.

- 11 . Nuisance from demolition and construction works is subject to control under The Control of Pollution Act 1974, the Clean Air Acts and other related legislation. In particular, you should ensure that the following are complied with:-

A. Demolition and construction works which are audible at the site boundary shall only be carried out between the hours of 08.00 and 18.00 hours Monday to Friday and between the hours of 08.00 hours and 13.00 hours on Saturday. No works shall be carried out on Sundays, Bank or Public Holidays.

B. All noise generated during such works shall be controlled in compliance with British Standard Code of Practice BS 5228:2009.

C. Dust emissions shall be controlled in compliance with the Mayor of London's Best Practice Guidance 'The Control of dust and emissions from construction and demolition.

D. No bonfires that create dark smoke or nuisance to local residents.

You are advised to consult the Council's Environmental Protection Unit (www.hillingdon.gov.uk/noise Tel. 01895 250155) or to seek prior approval under Section 61 of the Control of Pollution Act if you anticipate any difficulty in carrying out construction other than within the normal working hours set out in (A) above, and by means that would minimise disturbance to adjoining premises.

- 12 . All proposed new street names must be notified to and approved by the Council. Building names and numbers, and proposed changes of street names must also be notified to the Council. For further information and advice, contact - The Street Naming and Numbering Officer at streetnamingandnumbering@hillingdon.gov.uk.

- 13 . On 1 July 1997, a new act, The Party Wall etc. Act 1996, came into force.

This Act requires a building owner to notify, and obtain formal agreement from, any adjoining owner, where the building owner proposes to:-

- 1) carry out work to an existing party wall;
- 2) build on the boundary with a neighbouring property;
- 3) in some circumstances, carry out groundworks within 6 metres of an adjoining

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building.

Notification and agreements under this Act are the responsibility of the building owner and are quite separate from Building Regulations or planning controls. Building Control will assume that an applicant has obtained any necessary agreements with the adjoining owner, and nothing said or implied by Building Control should be taken as removing the necessity for the building owner to comply fully with the Act.

- 14 . The Council will recover from the applicant the cost of highway and footway repairs, including damage to grass verges.

Care should be taken during the building works hereby approved to ensure no damage occurs to the verge or footpaths during construction. Vehicles delivering materials to this development shall not override or cause damage to the public footway. Any damage will require to be made good to the satisfaction of the Council and at the applicant's expense.

For further information and advice contact - Highways Maintenance Operations, Central Depot - Block K, Harlington Road Depot, 128 Harlington Road, Hillingdon, Middlesex, UB3 3EU (Tel: 01895 277524).

- 15 . You are advised that the Local Planning Authority will expect balcony details submitted in compliance with condition 6 to provide an appropriate solution with regard to the appearance of the building overall, both with respect to screening items which might be on the balcony and the overall appearance of the building. Consideration should be given to these matters prior to submitting any details in respect of this condition.
- 16 . You are advised that the roads within the development will not be adopted by the Council and will be expected to remain in private ownership.
- 17 . You are advised that the MET Police secure by design officer considers the development should have a gated entrance. There is no objection to this in principle, subject to the details forming part of the landscape condition discharge.

END OF SCHEDULE

Address:

Residents Services
London Borough of Hillingdon
3 North Civic Centre, High Street, Uxbridge UB8 1UW
Tel: 01895 250230
www.hillingdon.gov.uk

GRANT OF PLANNING PERMISSION

Application Ref.No.: 11891/APP/2018/3414

SCHEDULE OF PLANS

303-PL-011-00 - Existing Site Plan - received 24 Sep 2018

Part 1 - Design and Access Statement, (WaM Architecture) Sept 2018 - received 24 Sep 2018

Part 2 - Design and Access Statement, (WaM Architecture) Sept 2018 - received 24 Sep 2018

Part 6 - Design and Access Statement, (WaM Architecture) Sept 2018 - received 24 Sep 2018

Part 5 - Design and Access Statement, (WaM Architecture) Sept 2018 - received 24 Sep 2018

Part 3 - Design and Access Statement, (WaM Architecture) Sept 2018 - received 24 Sep 2018

Part 4 - Design and Access Statement, (WaM Architecture) Sept 2018 - received 24 Sep 2018

303-PL-010-00 - Location Plan - received 24 Sep 2018

Tree Constraints Plan - 3162/001 Rev A (Writtle Forest / Eight Associates) July 2018 - received 24 Sep 2018

180620 - Bourne Court - TPP - Issue 2 - received 24 Sep 2018

303-PL-305-01 - Southeast Elevation_Block B - received 25 Jan 2019

303-PL-310-01 - building heights comparison - received 25 Jan 2019

Arboricultural Implication Assessment, Ref: 3162, Issue No.2, prepared by Eight Associates - received 24 Sep 2018

Arboricultural Method Statement, Ref: 3162, Issue No.1, prepared by Eight Associates - received 24 Sep 2018

Tree Survey and Tree Constraints Plan, 3162, Issue No.1, prepared by Writtle Forest / Eight Associates, July 2018 - received 24 Sep 2018

Tree Protection Plan - 3162/001 Rev 2 (Writtle Forest / Eight Associates) July 2018 - received 24 Sep 2018

Ecology Briefing Note, prepared by CSA Environmental dated August 2018 - received 24 Sep 2018

Sustainability Statement, Ref: 3161, Issue No.2, prepared by Eight Associates - received 24 Sep 2018

Energy Assessment, Ref: 3161, Issue No.2, prepared by Eight Associates - received 24 Sep 2018

Noise Exposure Assessment ref: 8493-NEA-01, prepared by Clement Acoustics dated 13/09/13 - received 24 Sep 2018

303-PL-100-02 - Proposed Site Plan - received 18 Mar 2019

303-PL-200-02 - Proposed Ground Floor - received 18 Mar 2019
303-PL-201-02 - Proposed First Floor - received 18 Mar 2019
303-PL-202-02 - Proposed Second Floor - received 18 Mar 2019
Amenity Space Analysis, prepared by HGH Consulting - received 18 Mar 2019
303-PL-306-02 Southwest Elevation - received 25 Mar 2019
Planning Statement, (HGH Consulting) Sept 2018 - received 24 Sep 2018
Revised Energy Statement & Appendices (Eight Associates) Jan 2019 - received 01 Feb 2019
Revised Transport Statement & Appendices (Paul Mew Assoc) Jan 2019 - received 01 Feb 2019
Revised Accommodation Schedule - received 29 Jan 2019
303-PL-204-01 - Proposed Roof Plan - received 25 Jan 2019
303-PL-300-01 - Northeast Elevation - received 25 Jan 2019
303-PL-302-01 - Northwest Elevation_Block A - received 25 Jan 2019
303-PL-303-01 - Southeast Elevation_Block A - received 25 Jan 2019
303-PL-304-01 - Northwest Elevation_Block B - received 25 Jan 2019
Flood Risk Statement - Ref: 18039/CB, prepared by Water Environment dated 07/09/2018 - received 24 Sep 2018
Drainage Strategy, Project No: 18039, prepared by Water Environment dated September 2018 - received 24 Sep 2018
Drainage Strategy Plan - drawing no.18039-SK01, dated 01.08.18 - received 24 Sep 2018

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THE COMMON SEAL of the
**MAYOR AND BURGESSES OF THE
LONDON BOROUGH OF HILLINGDON**
was duly affixed to this Deed
in the presence of:-



MEMBER OF
THE COUNCIL

Alan Chapman

AUTHORISED OFFICER

[Signature]

EXECUTED AS A DEED by
CLEARVIEW HOMES (BOURNE COURT) LIMITED
acting by:

DIRECTOR

[Signature]

In the presence of:

Witness signature

[Signature]

Witness Name

Robert Greenaway

Witness Address

127 Hoppers Road

London

N21 3LP

Witness occupation

LAND & PLANNING DIRECTOR