

DATED

30th March

2023

PETER PAUL KEARNS

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
1-53 CONSTABULARY CLOSE WEST DRAYTON
PLANNING APPLICATION NUMBER: 12768/APP/2022/2175

Planning & Corporate Team
London Borough of Hillingdon
Civic Centre, High Street
Uxbridge, Middlesex
Ref. 3E/04/NF/021405

THIS PLANNING OBLIGATION BY DEED is dated **30th March 2023**

and is made **BETWEEN**:

1. **PETER PAUL KEARNS** of 33 Highfield Drive Ickenham, Uxbridge UB10 8AW ("the Leaseholder"); 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 Leaseholder has a leasehold interest in the Land registered under Title Number AGL519199 at the Land Registry.
- C. The Freeholder at the date of this agreement is Constabulary Close (West Drayton) Management Company Limited (Co. Regn. No. 11260709) and is not joined as a party to this Agreement as the Leaseholder has sufficient control to provide the obligation within its leasehold title.
- D. On 19 August 2022, the Leaseholder submitted the Planning Application to the Council for retrospective planning permission to develop the Site for the purposes and in the manner described in the Planning Application.
- E. The Council resolved at its Major Applications Planning Committee meeting on 20 December 2022 to delegate authority to determine the Planning Application to the Head of Planning, Transportation & Regeneration subject to the prior completion of this Agreement.
- F. The Council has considered the provisions of the development plan and taken into account planning considerations affecting the Site and

considers that in the interests of the proper planning of its area the Development of the Site ought to only be permitted subject to the terms of this Agreement and for that purpose the parties are willing to enter into this Agreement.

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:

| | |
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| "1980 Act" | means the Highways Act 1980 (as amended); |
| "1990 Act" | means the Town and Country Planning Act 1990 (as amended); |
| "Affordable Housing" | means (1) Social Rented Housing; (2) Affordable Rented Housing; and (3) Intermediate Housing provided to eligible households whose needs are not met by the market. Eligibility is determined with regard to local incomes and local house prices. Affordable Housing should include provision to remain at an affordable price for future eligible households or for the subsidy to be recycled for alternative Affordable Housing provision |
| "Affordable Housing Contribution" | means the Index Linked sum of £40,000 (Forty Thousand Pounds) to be provided in accordance with Schedule 1 in lieu of Affordable Housing on-site provision; |
| "Auditor" | means a suitably qualified, experienced and independent person nominated by the Leaseholder and approved in writing by the Council for the purpose of verifying the results of the Monitoring; |

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|---|--|
| “Authority’s Area” | means the administrative area of the Council; |
| “Contributions” | means the Affordable Housing Contribution; |
| “Deputy Director of Planning and Regeneration” | means the Council’s Deputy Director of Planning and Regeneration or such person as the Council designates as undertaking this role; |
| “Development” | means the development of the Site pursuant to the Planning Permission; |
| “Form PO1” | means the form in the substantial format attached at Appendix 1; |
| “Index Linked” | means the application of the formula provided at clause 15; |
| “Occupied” | means 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; |
| “Plan” | means the plan attached to this Agreement at Appendix 2; |
| “Planning Application” | means the application for planning permission for repurposing pre-existing store room, contained within the block of flats 1-40 Constabulary Close, to create a one-person studio flat (Retrospective), under the Council’s reference number 12768/APP/2022/2175; |
| “Planning Obligations Officer” | means the Council’s Planning Obligations Officer or such person as the Council designates as undertaking this role; |
| “Planning Permission” | means the planning permission that may be granted in pursuance of the Planning Application substantially in the form of the draft permission at Appendix 3; |
| “Planning Reference” | means planning reference 12768/APP/2022/2175; |

| | |
|--|--|
| “Project Management and Monitoring Fee” | means the sum equivalent to five percent (5%) of the total Contributions to be used by the Council at its discretion for its costs incurred in administering, monitoring, reviewing and implementing this Agreement; |
| “RPI” | means the Retail Prices Index published monthly by the Office for National Statistics or, if the Retail Prices Index is no longer maintained, such replacement or alternative index as the Council may determine; |
| “Site” | means the ground floor property edged in red on the Plan at Appendix 2; |
| “Specified Date” | means the date upon which an obligation arising under this Agreement is due to be performed; |
| “VAT” | means value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax; and |
| “Working Day” | means any day except Saturday, Sunday and any bank or public holiday and Working Days shall be construed accordingly. |

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 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 of paragraph of that Schedule;

1.2.7 where the agreement, approval, consent or an expression of satisfaction is required by the Leaseholder 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 Leaseholder 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 Leaseholder 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 Leaseholder arising under this Agreement;

1.2.14 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

1.2.15 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 Leaseholder 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 the Leaseholder and the Security Trustee and their 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) Occupation 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 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 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 Leaseholder 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 Leaseholder.
- 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 Leaseholder and any successors in title to the Site and assigns of the Leaseholder 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 but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 4.7 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 Leaseholder or their successors in title) is modified by any statutory procedure or expires prior to Occupation of Development.
- 4.8 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.
- 4.9 In the event that the planning obligations contained in this Agreement being modified a note or memorandum thereof shall be endorsed upon this Agreement.
- 4.10 The Agreement cannot be amended or discharged without the prior consent in writing of the Leaseholder and the Council or their respective successors in title.

6 THE LEASEHOLDER'S PLANNING OBLIGATIONS

The Leaseholder covenants with the Council so as to bind the Site to observe and perform the obligations contained in this Agreement and the Schedules hereto.

6 COSTS

- 6.1 The Leaseholder 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 The Leaseholder hereby covenants with the Council that on completion of this Agreement it will pay to the Council the Contributions and 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 Leaseholder 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

Without prejudice to the Council's statutory right of entry the Leaseholder 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.

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) Deputy Director of Planning and Regeneration, London Borough of Hillingdon, Civic Centre, High Street, Uxbridge, Middlesex, UB8 1UW and shall cite the Planning Reference for this Agreement;
 - b) Peter Paul Kearns at 33 Highfield Drive Ickenham, Uxbridge UB10 8AW

12. FORM PO1

Prior to Occupation of the Development the Leaseholder shall notify the Council that it intends to Occupy 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@hillingdon.gov.uk and shall cite the Planning Reference.

13. CHANGE IN OWNERSHIP

The Leaseholder 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 Section 106 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 Leaseholder (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 Leaseholder the unexpended or uncommitted (as the case may be) part of the Contributions (with any accrued interest).

15. INDEXATION

The Leaseholder agrees with the Council that any sums payable by the Leaseholder 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 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.

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 Leaseholder 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 Leaseholder and the VAT shall be paid accordingly.

18. INDEMNITY

- 18.1 The Leaseholder hereby undertakes and agrees with the Council that in the event of any claim or claims being made against the Council for any one or more of the following payments:

- a) Compensation (including any claim arising under the Land Compensation Acts)
- b) Damages
- c) Costs
- d) Charges

e) any other payment

such claim arising in connection with or incidental to or in consequence of any failure on the part of the Leaseholder to comply with its obligations under this Deed the Leaseholder will hold the Council fully indemnified from and against each and every said claim

18.2 The Leaseholder shall not be liable under this clause to indemnify the Council in respect of any claim only insofar as and to the extent that the said claim is found to have resulted from the negligent act or omission of the Council or its servants or agents save that for the purpose of this clause the Leaseholder or persons acting on behalf of the Leaseholder shall not be regarded as servants or agents of the Council

19. **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

AFFORDABLE HOUSING CONTRIBUTION

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

1. Prior to completion of this Agreement to pay the Affordable Housing Contribution to the Council;

2. Not to Occupy or allow Occupation of the Development until such time as the Affordable Housing Contribution has been paid to the Council.

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 on 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) _____

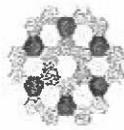
INTEREST BEARING ACCOUNT FOR BENEFIT OF OBLIGATIONS YES/NO

APPENDIX 2

PLAN

HM Land Registry
Official copy of
title plan

Title number **AGL519199**
Ordnance Survey map reference **TQ0679SW**
Scale **1:1250**
Administrative area **Hillingdon**



APPENDIX 3

DRAFT PLANNING PERMISSION

DRAFT

Mr Seb Gale
Amasia Architects Ltd
Amasia Architects Ltd.
Lower Barn, Weston Farm
The Street
Albury
GU5 9BZ

Application Ref: 12768/APP/2022/2175

TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)

GRANT OF PLANNING PERMISSION

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

Description of development:

Repurposing pre-existing store room, contained within the block of flats 1-40 Constabulary Close, to create a one-person studio flat (Retrospective).

Location of development: 1-53 Constabulary Close West Drayton

Date of application: 19th August 2022

Plan Numbers: See attached Schedule of plans

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

Draft Decision Notice produced:

Checked by: **Date**

Amendments required: YES / NO

NOTES:

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

DRAFT

TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)

GRANT OF PLANNING PERMISSION

Application Ref: 12768/APP/2022/2175

SCHEDULE OF CONDITIONS

- 1 The development hereby permitted shall be retained/maintained for as long as the development remains in existence in complete accordance with the details shown on the submitted plans, number AAL-21-248-P02 Rev. A.

REASON

To ensure the development complies with the provisions of the Hillingdon Local Plan Part 1 (2012), Part 2 (2020) and the London Plan (2021).

- 2 The unit hereby approved shall meet the standards for a Category 2 M4(2) dwelling, as set out in Approved Document M to the Building Regulations (2010) 2015.

REASON

To ensure that the development provides accessible housing in accordance with Policy D7 of the London Plan (2021).

- 3 Prior to the occupation of this unit and within 3 months of this decision, full details of the provision of 2 secure and covered bicycle stands shall be submitted to and approved in writing by the Local Planning Authority.

Within 3 months of the approval of these details, the works shall be implemented on site and maintained in good order in perpetuity.

The residential unit hereby approved can only be occupied upon completion of the bicycle stands.

REASON

To ensure that the development provides accessible housing in accordance with Policy DMT 2 of the Hillingdon Local Plan Part 2 (2020).

- 4 Within 6 months of this decision, full details of how the new unit integrates into the fire strategy for the whole building shall be submitted to and approved in writing by the Local Planning Authority.

REASON

To ensure that the development provides accessible housing in accordance with Policy D12 of the London Plan (2021).

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 In dealing with the application the Council has implemented the requirement in the National Planning Policy Framework to work with the applicant in a positive and proactive way. We have made available detailed advice in the form of our statutory policies from Local Plan Part 1, Local Plan Part 2, Supplementary Planning Documents, Planning Briefs and other informal written guidance, as well as offering a full pre-application advice service, in order to ensure that the applicant has been given every opportunity to submit an application which is likely to be considered favourably.
- 3 Under the terms of the Planning Act 2008 (as amended) and Community Infrastructure Levy Regulations 2010 (as amended), this development is liable to pay the London Borough of Hillingdon Community Infrastructure Levy (CIL) and the Mayor of London's Community Infrastructure Levy (CIL).
This will be calculated in accordance with the London Borough of Hillingdon CIL Charging Schedule 2014 and the Mayor of London's CIL Charging Schedule 2012. Before commencement of works the development parties must notify the London Borough of Hillingdon of the commencement date for the construction works (by submitting a Commencement Notice) and assume liability to pay CIL (by submitting an Assumption of Liability Notice) to the Council at planning@hillingdon.gov.uk. The Council will then issue a Demand Notice setting out the date and the amount of CIL that is payable. Failure to submit a valid Assumption of Liability Notice and Commencement Notice prior to commencement of the development may result in surcharges being imposed.

The above forms can be found on the planning portal at:

www.planningportal.gov.uk/planning/applications/howtoapply/whattosubmit/cil

Pre-Commencement Conditions: These conditions are important from a CIL liability perspective as a scheme will not become CIL liable until all of the pre-commencement conditions have been discharged/complied with.

The decision to GRANT planning permission has been taken having regard to the policies and proposals in the Hillingdon Local Plan Part 1 (2012) and Part 2 (2020) set out below, including Supplementary Planning Guidance, and to all relevant material considerations, including The London Plan - The Spatial Development Strategy for London consolidated with alterations since 2011 (2016) and national guidance.

Part 1 Policies

- PT1.BE1 (2012) Built Environment
- PT1.EM6 (2012) Flood Risk Management
- PT1.EM7 (2012) Biodiversity and Geological Conservation

PT1.EM8 (2012) Land, Water, Air and Noise
 PT1.H1 (2012) Housing Growth

Part 2 Policies

- DMH 1 Safeguarding Existing Housing
- DMH 2 Housing Mix
- DMH 4 Residential Conversions and Redevelopment
- DMH 7 Provision of Affordable Housing
- DMHB 11 Design of New Development
- DMHB 14 Trees and Landscaping
- DMHB 15 Planning for Safer Places
- DMHB 16 Housing Standards
- DMHB 17 Residential Density
- DMHB 18 Private Outdoor Amenity Space
- DMHD 1 Alterations and Extensions to Residential Dwellings
- DMT 1 Managing Transport Impacts
- DMT 2 Highways Impacts
- DMT 5 Pedestrians and Cyclists
- DMT 6 Vehicle Parking
- DMCI 7 Planning Obligations and Community Infrastructure Levy
- DMEI 7 Biodiversity Protection and Enhancement
- DMEI 9 Management of Flood Risk
- DMEI 10 Water Management, Efficiency and Quality
- LPP SI12 (2021) Flood risk management
- LPP SI13 (2021) Sustainable drainage
- LPP T4 (2021) Assessing and mitigating transport impacts
- LPP T5 (2021) Cycling

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| LPP T6 | (2021) Car parking |
| LPP T6.1 | (2021) Residential parking |
| LPP D3 | (2021) Optimising site capacity through the design-led approach |
| LPP D6 | (2021) Housing quality and standards |
| LPP D7 | (2021) Accessible housing |
| LPP G1 | (2021) Green infrastructure |
| LPP G5 | (2021) Urban greening |
| LPP G6 | (2021) Biodiversity and access to nature |
| LPP H1 | (2021) Increasing housing supply |
| LPP H2 | (2021) Small sites |
| LPP H10 | (2021) Housing size mix |
| NPPF4 | NPPF 2021 - Decision-Making |
| NPPF5 | NPPF 2021 - Delivering a sufficient supply of homes |
| NPPF8 | NPPF 2021 - Promoting healthy and safe communities |
| NPPF9 | NPPF 2021 - Promoting sustainable transport |
| NPPF11 | NPPF 2021 - Making effective use of land |
| NPPF12 | NPPF 2021 - Achieving well-designed places |
| NPPF18 | NPPF 2021 - Conserving & enhancing the historic environment |

END OF SCHEDULE

Address:

Development Management
 Directorate of Place
 Hillingdon Council

3 North, Civic Centre, High Street, Uxbridge UB8 1UW

www.hillingdon.gov.uk

GRANT OF PLANNING PERMISSION

Application Ref: 12768/APP/2022/2175

SCHEDULE OF PLANS

Planning, Design and Access Statement (Retrospective) (Dated September 2022) - received 23

Sep 2022 AAL-21-248-P03 - received 06 Jul 2022

Cover Letter (Dated 17th August 2022) - received 19 Aug 2022

AAL-21-248-P02 Rev. A - received 23 Sep 2022

AAL-21-248-P01 - received 06 Jul 2022

RIGHTS OF APPLICANTS AGGRIEVED BY DECISION OF LOCAL PLANNING AUTHORITY

TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)

Appeals to the Secretary of State

- If you are aggrieved by the decision of your local planning authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the office of the First Secretary of State under Section 78 of the Town and Country Planning Act 1990.
- If you want to appeal, then you must do so within six months of the date of this notice using a form which you can get from the Planning Inspectorate at Customer Support Unit, Room 3/15 Eagle Wing, Temple Quay House, 2 The Square, Temple Quay, Bristol, BS1 6PN (Tel. 0117 372 8428). Appeal forms can be downloaded from the Planning Inspectorate's website at www.planningportal.gov.uk.
- The Secretary of State can allow a longer period for giving notice of an appeal, but he will not normally be prepared to use this power unless there are special circumstances, which excuse the delay in giving notice of appeal.
- The Secretary of State need not consider an appeal if it seems to him that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions they imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.
- In Practice, the Secretary of State does not refuse to consider appeals solely because the local planning authority based their decision on a direction given by him.

Purchase Notices.

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

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.....
Russell

AUTHORISED OFFICER.....
Melissa



EXECUTED AS A DEED by

PETER PAUL KEARNS

Peter P. Kearns

Witnessed in the presence of

J. McKenzie

Jason McKenzie
of
12 Hurricane House
Kenley Place
Uxbridge
UB10 0GR

