

DATED

9th August 2024

SHALL DO HAYES DEVELOPMENTS LIMITED

and

LEUMI UK GROUP 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
HAYES PARK CENTRAL AND SOUTH
PLANNING APPLICATION NUMBER:
12853/APP/2023/1492

Planning & Corporate Team
London Borough of Hillingdon
Civic Centre, High Street
Uxbridge, Middlesex
Ref: 3E/04/023271

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THIS PLANNING OBLIGATION BY DEED is dated

9th August 2024

and is made BETWEEN:

1. **SHALL DO HAYES DEVELOPMENTS LIMITED** (Co. Regn. No. 13701731) whose registered company address is 22 Braydon Road, London N16 6QB. ("the Owner");
2. **LEUMI UK GROUP LIMITED** (Co. Regn. No. 00620951) whose registered address is Twelfth Floor, 1 Angel Court, London EC2R 7HJ. ("the Mortgagee"); and
3. **THE LONDON BOROUGH OF HILLINGDON** of the Civic Centre, High Street, Uxbridge, Middlesex UB8 1UW ("the Council")

BACKGROUND

- A The Council is the local planning authority for the purposes of the Act in respect of the Land and by whom the obligations in this Agreement are enforceable.
- B The Owner has a freehold interest in that part of the Land registered under Title No AGL153495 at the Land Registry.
- C The Owner submitted the Planning Application to the Council for permission to develop the Site for the purposes and in the manner described in the Planning Application.
- D The Owner intends to develop the Site pursuant to the Planning Permission.
- E The Council resolved at its Planning Committee meeting on 14th February 2024 to delegate authority to approve the Planning Application to the Director of Planning, Regeneration & Environment 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:

“1980 Act”	means the Highways Act 1980 (as amended)
“1990 Act”	means the Town and Country Planning Act 1990 (as amended)
“Active Travel Zone Contribution”	means the sum of £247,040 towards the implementation of Active Travel Zone Works
“Active Travel Zone Works”	means the healthy street works that overcome the barriers to walking, cycling and public transport use. As set out in Schedule 3 and pursuant to Hillingdon Local Implementation Plan 2019-2024 and shown on the attached plan at Appendix 4
“Actual GDV”	means the value of all gross receipts from the Disposal of a Component of the Development prior to the Late Stage Review Date
“Additional Affordable Housing Scheme”	means a scheme to be prepared by the Owner and submitted to the Council in accordance with Schedule 2 detailing the Additional Affordable Housing Units to be provided and which: (a) confirms which Open Market Housing Units are to be converted into Additional Affordable Housing Units and to which tenure(s); (b) contains 1:50 plans showing the location, size and internal layout of each Additional Affordable Housing Unit; (c) provides an indicative timetable for construction and delivery of the Additional Affordable Housing Units;

	<p>(d) sets out the amount (if any) of any financial contribution also payable towards offsite Affordable Housing (if applicable); and</p> <p>(e) describes how the Additional Affordable Housing Units will be managed</p>
“Additional Affordable Housing Units”	means the Open Market Housing Units to be converted to Affordable Housing pursuant to an Additional Affordable Housing Scheme to be approved pursuant to Schedule 2
“Affordable Housing”	means London Shared Ownership Housing (or such other form of affordable housing tenure type as may be approved by the Council in writing) provided to eligible households whose needs are not met by the market and which housing should (a) meet the needs of eligible purchasers or renters including availability at a cost low enough for them to afford, determined with regard to local incomes and local housing prices, and (b) include provision for the home to remain at an affordable price for future eligible purchasers or renters, or, if these restrictions are lifted, for the subsidy to be recycled for alternative affordable housing provision within Greater London (as defined in section 2 of the London Government Act 1963)
“Affordable Housing Cap”	means a policy compliant level of fifty per cent (50%) Affordable Housing (which cap shall include the Affordable Housing Units, any Additional Affordable Housing Units, any Payment in Lieu Housing Contribution, any Late Stage Review Contribution and any off site affordable housing contribution payable pursuant to paragraph 3.7 of Schedule 2)
“Affordable Housing Location Plan”	means the location of the Affordable Housing Units shown on the attached drawing number 0419-SEW-HS-02-DR-A-001118 at Appendix

	5 or as otherwise agreed in writing with the Local Planning Authority
“Affordable Housing Phasing Plan”	means a plan showing the Affordable Housing Units across the site including any Phase or Sub-Phase as necessary or as otherwise agreed in writing with the Local Planning Authority
“Affordable Housing Scheme”	means a scheme detailing how the Affordable Housing Units will be delivered and secured in perpetuity and shall include: <ol style="list-style-type: none"> 1. the layout, design and specification of the Affordable Housing Units; 2. the tenure of the Affordable Housing Units; and 3. management of the Affordable Housing Units to ensure that they are retained and used in perpetuity as Affordable Housing
“Affordable Housing Units”	means the 12 London Shared Ownership Units that shall be Affordable Housing to be constructed within the Development pursuant to Schedule 1 comprising; Hayes Park Central - 3 x 1B2P, 2 x 2B4P, 1 x 3B6P Hayes Park South - 3 x 1B2P 2 x 2B4P, 1 x 3B6P Total: 6 x 1B2P, 4 x 2B4P, 2 x 3B6P or as otherwise agreed in writing with the Council
“Air Quality Contribution”	means the Index Linked sum of £363,583.00 as a contribution towards initiatives to improve air quality in the Authority's Area including (but not limited to): <ul style="list-style-type: none"> - use of low emission fuel technology and other measures to reduce emissions; - tree and other planting;

	<ul style="list-style-type: none"> - restrictions on certain types of vehicles; - use of cleaner fuels on energy and heating; - use of combined heat and power and community heating systems; and - environmental management systems and air quality strategy
“Application Stage Viability Appraisal”	means an appraisal of the viability of the scheme at the time of the Planning Application as appended at Appendix 6 and agreed by the Council
“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 the Monitoring;
“Authority’s Area”	means the administrative area of the Council
“Average Intermediate Housing Value”	means the average value of the London Shared Ownership Housing floorspace per square metre at the relevant Review Date based on the relevant information provided in relation to Formula 2 and Formula 4 to be assessed by the Council and the Owner
“Average Open Market Housing Value”	means the average value of Open Market Housing Unit floorspace per square metre on the Site at the relevant Review Date based on the relevant information provided in relation to Formula 2 and Formula 4 to be assessed by the Council and the Owner
‘Be Seen’ Energy Performance Indicators”	means the energy performance indicators for greenhouse gas emissions, as per Policy SI 2 of the London Plan (2021)
‘Be Seen’ Energy Monitoring”	means the annual monitoring of greenhouse gas emissions, as per Policy SI 2 of the London Plan (2021) in accordance with Schedule 5

“Building”	means one of the two buildings within the Site and “Buildings” shall be construed accordingly
“Build Costs”	<p>means the build costs comprising construction of the Development supported by evidence of these costs to the Council's reasonable satisfaction including but not limited to:</p> <ul style="list-style-type: none"> (a) details of payments made or agreed to be paid in the relevant building contract; (b) receipted invoices; (c) costs certified by the Owner's quantity surveyor, costs consultant or agent, but for the avoidance of doubt build costs exclude: <ul style="list-style-type: none"> (i) professional, finance, legal and marketing costs; (ii) all internal costs of the Owner including but not limited to project management costs, overheads and administration expenses
“Carbon Offset Contribution”	means the Index Linked sum of £137,527.00 as a contribution to be used by the Council towards the provision of offsite carbon reduction measures within the Authority's Area;
“Charge”	means a mortgage, charge or other security or loan documentation granting a security interest in the Affordable Housing Units and/or the Additional Affordable Housing Units (or any number of them) in favour of the Chargee;
“Chargee”	means any mortgagee or chargee of the Registered Provider or of the Affordable Housing Units or Additional Affordable Housing Units (or any number of them) and any receiver (including an administrative receiver) and manager appointed by such mortgagee or

	chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator
“Commencement of Development”	<p>means the carrying out in relation to the Development of any material operation (as defined within section 56(4) of the 1990 Act) on the Site pursuant to the Planning Permission but (for the purposes of this Agreement) excluding operations consisting of:</p> <ul style="list-style-type: none"> - site clearance; - demolition (provided always that such works do not relate to any listed building within the Site); - archaeological investigations and works; - ground investigations; - site survey works; - temporary access construction works; - preparatory or remediation works; - works for the laying termination or diversion of services; - the erection of any temporary means of enclosure or site notices; - decontamination works; - erection of any fences and hoardings around the Site; and - environmental site investigations <p>and Commence and Commenced shall be construed accordingly</p>
“Completion”	means a practical completion certificate for the relevant Affordable Housing Unit authorised by the Planning Permission

“Component”	means a part of the Development including the Open Market Housing Units Affordable Housing Units Additional Affordable Housing Units and any other property
“Construction Training Contribution”	means the Index Linked sum calculated in accordance with Paragraph 6 of the Council's Planning Obligations Supplementary Planning Document July 2014 as at the date of this Agreement and to be provided in accordance with the Schedule 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 Owner to fund, arrange and/or provide construction training for workers and/or potential workers for the Development
“Contributions”	means together the Active Travel Zone Contribution, Payment in Lieu Housing Contribution, Air Quality Contribution, the Carbon Offset Contribution, the Construction Training Contribution, the London Healthy Urban Development Unit Health Contribution, the Open Space Contribution
“Co-ordinator Costs”	means a sum to be agreed with the Council in the event the Owner implements the Construction Training Scheme or, in the event that the Construction Training Contribution is paid, means the sum calculated using the following formula as prescribed within the Council's Planning Obligations Supplementary Planning Document July 2014:

	<p><i>"Co-ordinator Costs" to be agreed but is assumed as size of development as a % of work placement co-ordinator threshold size x total cost of work place co-ordinator. One full time post, estimated at £71,675 p.a. (based on typical salary with on-costs, training budget and promotion budget) would be required for commercial schemes of 7,500 square metres or residential developments of 160 units or more. The length of the post would depend on the length of period that placements would be required to the development</i></p>
<p>"CPI"</p>	<p>means the Consumer Prices Index published monthly by the Office for National Statistics or, if the Consumer Prices Index is no longer maintained, such replacement or alternative index as the Council may determine, acting reasonably</p>
<p>"Date of Deemed Service"</p>	<p>means, in each instance where a Chargee has served a Default Notice under paragraph 8 of Schedule 1:</p> <ul style="list-style-type: none"> (a) in the case of service by delivery by hand of the Default Notice to the Council's offices addressed to the Director of Planning and Regeneration, London Borough of Hillingdon, Civic Centre, High Street, Uxbridge, Middlesex, UB8 1UW the date on which the Default Notice is so delivered; or (b) in the case of service by using first class registered post to the Council's offices at the second Working Day after the date on which the Default Notice is posted (by being placed in a post box or being collected by or delivered to Royal Mail) provided that the Chargee is able to evidence that the Default Notice was actually delivered to the Council (by

	Royal Mail proof of delivery or otherwise)
"Default Notice"	means a notice in writing served on the Council by the Chargee under paragraph 8 of Schedule 1 of the Chargee's intention to enforce its security over the relevant Affordable Housing Units and/or the Additional Affordable Housing Units
"Defects Liability Period"	means such a period of time following Completion of a Building in which a contractor may remedy defects as may be included in the building contract for the relevant Building
"Development"	means the development of the Site pursuant to the Planning Permission
"Determination Notice"	means a notice served pursuant to clause 9 requiring referral of any dispute or difference between the parties to be determined under clause 9, proposing an appropriate Expert and specifying the nature and substance of the dispute and the relief sought in relation to the dispute
"Development Viability Information"	means the information required for the Early Stage Review and the Late Stage Review Formula 1b Formula 2, Formula 3 and Formula 4 being: (a) Estimated GDV; (b) Estimated Build Costs; (c) Average Open Market Housing Value; (d) Average Intermediate Housing Value; and including in each case supporting evidence to the Council's reasonable satisfaction; as approved by the Council in the appraisal attached to this Agreement
"Dispose"	means the sale or letting of the relevant

	Dwelling
“Dwelling”	means the 124 units of residential accommodation comprising 301 Habitable Rooms to be provided as part of the Development comprising the Open Market Housing Units and the Affordable Housing Units
“Early Stage Review”	means a review of the viability of all Components of the Development at the Early Stage Review Date using Formula 1b to determine whether any Additional Affordable Housing Units are required in accordance with the requirements of the Greater London Authority Affordable Housing and Viability Supplementary Planning Guidance August 2017
“Early Stage Review Date”	means the date of the submission of the Development Viability Information pursuant to paragraph 2 of Schedule 2 to this Agreement
“Early Stage Review Substantial Implementation”	means the occurrence of the following in respect of the Development: <ul style="list-style-type: none"> (a) letting of a contract for the construction of the Development; and (b) construction of an internal partition wall in one of the Buildings
“Eligible Purchaser”	means a purchaser or purchasers whose Household Income at the date of purchasing the London Shared Ownership Housing Unit does not exceed the relevant upper limit specified in the latest London Plan Annual Monitoring Report such amount at the date of this Agreement being ninety thousand pounds (£90,000)
“Energy Monitoring, Recording and Reporting Plan (EMRRP)”	means a plan to be submitted to the Council in accordance with the Condition 19 of the Planning Permission at least every 5 years

	<p>such plan shall provide the following: The EMRRP shall accord with the requirements of Policy SI2 of the London Plan (2021) and the GLA Energy Assessment Guidance (April 2020 or as amended) and the 'Be Seen' process and responsibilities and demonstrate that the Development will secure the 85.8% saving in CO2 emissions from the regulated energy load in accordance with the Energy Strategy (May 2023) (the "Carbon Saving"). The Development must proceed in accordance with the approved reporting structure</p>
<p>"Energy Monitoring, Recording and Reporting Plan (EMRRP) Contribution"</p>	<p>means an Index Linked in-lieu contribution towards the Council's carbon offset fund to be calculated at £95/tCO2 annualised over 30 years (i.e. shortfall x 30 x 95 = £contribution). This is payable where the Council have identified the Carbon Savings have not been achieved as set out in the Energy Monitoring, Recording and Reporting Plan (EMRRP) and this (tCO2) shall be treated as part of the overall carbon shortfall and is payable in accordance with the formula set out in this definition</p>
<p>"Estimated Build Costs"</p>	<p>means the sum of:</p> <ul style="list-style-type: none"> (a) the estimated Build Costs remaining to be incurred at the Review Date; and (b) the actual Build Costs incurred at the Review Date
<p>"Estimated GDV"</p>	<p>means the estimated Market Value on the date of the submission of the Development Viability Information pursuant to paragraph 2 of schedule 2 based on detailed comparable market evidence to be assessed by the Council and assuming:</p> <ul style="list-style-type: none"> (a) a willing seller and a willing buyer; (b) that, prior to the date of valuation, there has been a reasonable period of not less

	<p>than six months for the proper marketing of the interest (having regard to the nature of the property and the state of the market) for the agreement of the price and terms and for the completion of the sale;</p> <p>(c) that no account is taken of any additional bid by a prospective purchaser with a special interest; and</p> <p>(d) that both parties to the transaction have acted knowledgeably, prudently and without compulsion</p>
“Expert”	means an independent expert qualified to act as such in relation to any dispute which may have arisen relating to or arising from this Agreement between the Owner and the Council and appointed to undertake the resolution of the same, having not less than 10 years relevant professional experience
“External Consultant”	means the external consultant(s) appointed by the Council to assess the Development Viability Information and/or the valuation pursuant to paragraph 9.4 of Schedule 2
“Form PO1”	means the form in the substantial format attached at Appendix 1
“Formula 1b”	means the formula identified as “Formula 1b” within Schedule 2
“Formula 2”	means the formula identified as “Formula 2” within Schedule 2
“Formula 3”	means the formula identified as “Formula 3” within Schedule 2
“Formula 4”	means the formula identified as “Formula 4” within Schedule 2
“GLA”	means Greater London Authority

“Habitable Room”	means any room within a Dwelling the primary use of which is for living, sleeping or dining and which expressly includes kitchens of thirteen (13) square metres or more, living rooms, dining rooms and bedrooms but expressly excludes kitchens with a floor area of less than thirteen (13) square metres, bathrooms, toilets, corridors and halls
“Household”	means, in relation to a person “A”, A and all other persons who would, after purchasing a London Shared Ownership Housing Unit) share that London Shared Ownership Housing Unit with A and one another as the only or main residence of both A and such other persons
“Household Income”	means: <ul style="list-style-type: none"> (a) in relation to a single Eligible Purchaser , the gross annual income of that Eligible Purchaser's and (b) in relation to joint Eligible Purchasers the combined gross annual incomes of those Eligible Purchasers
“Index Linked”	means the application of the formula provided in this agreement at clause 15 of this Deed
“Intention Notice”	means a notice in writing served on the Chargee by the Council in Schedule 2 that the Council is minded to purchase the relevant Affordable Housing Units and/or the Additional Affordable Housing Units
“Intermediate Housing”	means London Shared Ownership Housing
“Land”	means the land comprising the Site upon which the Development is to be constructed in accordance with the Planning Permission and contained within title number AGL153495
“Late-Stage Review”	means a review of the viability of the Development at the Late-Stage Review Date

	using Formula 3 to determine whether any Late Stage Review Contribution is payable and if so the quantum of the same in accordance with the requirements of the Greater London Authority Affordable Housing and Viability Supplementary Planning Guidance August 2017
“Late-Stage Review Cap”	means the cap on the Late-Stage Review Contribution calculated in accordance with Formula 4 in Schedule 2 being the maximum affordable housing contribution that will be payable as a result of the Late-Stage Review
“Late-Stage Review Contribution”	means a financial contribution for the provision of off-site Affordable Housing in the Council’s administrative area the precise value of which shall be calculated in accordance with Formula 3 and which shall be subject to Formula 4
“Late-Stage Review Date”	is the date on which 84 (75%) of the Open Market Housing Units have been Occupied as evidenced by the Owner
“London Healthy Urban Development Unit Contribution”	A financial contribution amounting to £7,409 shall be paid to the Council for the enhancement of health infrastructure provision in accordance with the NHS Contributions Model
“London Plan”	means the London Plan published in March 2021 as revised from time to time;
“London Plan Annual Monitoring Report”	means the monitoring report published annually by the Mayor of London reviewing the progress being made in implementing the policies and addressing the objectives of the London Plan or any replacement GLA guidance or policy
“London Shared Ownership Housing”	means housing offered to Eligible Purchasers to be occupied partly for rent and partly by way of owner occupation on shared ownership

	<p>arrangements as defined in section 70(4) of the Housing and Regeneration Act 2008 (or any amended or replacement provision) where the shared ownership lessee for the time being has the right to carry out Staircasing and dispose of the unit on the open market and on the basis that annual housing costs, including Service Charges and mortgage payments (assuming reasonable interest rates and deposit requirements) and rent:</p> <ul style="list-style-type: none"> (a) must not exceed twenty eight per cent (28%) of the relevant annual gross income upper limit (such twenty eight per cent (28%) being equivalent to forty per cent (40%) of net income, with net income being assumed to be seventy per cent (70%) of gross income) specified in the London Plan Annual Monitoring Report; and (b) in respect of the following sizes of units, must not exceed twenty eight per cent (28%) of the corresponding annual gross income upper limit below (such twenty eight per cent (28%) being equivalent to forty per cent (40%) of net income, with net income being assumed to be seventy (70%) per cent of gross income): <ul style="list-style-type: none"> (i) 1-bed: £40,000 (ii) 2-bed: £50,000 (iii) 3-bed: £60,000 <p>SAVE THAT the restriction in sub-paragraph (b) applies in relation only to the first letting of each London Shared Ownership Housing Unit and in any event shall cease to apply to any London Shared Ownership Housing Unit that has not been reserved or purchased by an Eligible Purchase within the three-month period from the date on which the unit is first made available for Occupation PROVIDED</p>
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	<p>THAT during this period the Owner has made reasonable endeavours to let the unit including marketing through the GLA's Homes for Londoners online portal (or any successor/replacement website)</p> <p>And "London Shared Ownership Lease" and "London Shared Ownership Lessee" shall be construed accordingly</p>
<p>"London Shared Ownership Housing Units"</p>	<p>means the 12 no. units (equal to 10% of all units by habitable room), comprising 2 x 3 bed units, 4 x 2 bed units and 6 x 1 bed units comprising 32 Habitable Rooms to be made available for London Shared Ownership Housing in accordance with this Agreement together with any Additional Affordable Housing Units which are to be delivered as London Shared Ownership Housing or such other mix as approved by the Council in writing;</p>
<p>"Market Value"</p>	<p>means the price at which the sale of the relevant Component would have been completed unconditionally for cash consideration on the relevant Review Date based on detailed comparable market evidence, including evidence of rental values achieved for any Component of the Development which has been Disposed but not sold, to be assessed by the Council and assuming:</p> <p class="list-item-l1">1.1.1.1 a willing seller and a willing buyer;</p> <p class="list-item-l1">1.1.1.2 that, prior to the date of valuation, there has been a reasonable period of not less than six months for the proper marketing of the interest (having regard to the nature of the property and the state of the market) for the Agreement of the price and terms and for the completion of the sale;</p>

	<p>1.1.1.3 that no account is taken of any additional bid by a prospective purchaser with a special interest; and</p> <p>1.1.1.4 that both parties to the transaction have acted knowledgeably, prudently and without compulsion</p>
“Monitoring”	means a survey of employees/residents/users, being persons making the journey to/from the Development, using a questionnaire in a form supplied or approved by the Council with the object of ascertaining the modes of transport used by such persons (or any alternative method of achieving that object approved in writing by the Council from time to time)
“Monitoring Period”	means the period of up to a maximum of five (5) years beginning on Occupation of the Dwellings
“Moratorium Period”	means, in each instance where a Chargee has served a Default Notice under paragraph 8 of Schedule 1, the period from (and including) the Date of Deemed Service on the Council of the Default Notice to (and including) the date falling 3 months after such Date of Deemed Service (or such longer period as may be agreed between the Chargee and the LPA)
“Nomination Agreement”	means the Council's nomination agreement for London Shared Ownership Housing Units
“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
“Open Market Housing Units”	means 112 Dwellings comprising 269 Habitable Rooms which are to be sold or let on

	the open market and which are not Affordable Housing Units
"Open Space Contribution"	means the Index Linked sum of £165,500 to be used by the Council towards the provision of open space in the local area and/or enhancements to existing public open space in accordance with the Council's SPD July "2014."
"Option"	means the option to be granted to the Council (and/or its nominated substitute Registered Provider) in accordance with paragraph 8.3 of Schedule 1 for the purchase of the Affordable Housing Units and/or the Additional Affordable Housing Units
"Parking Permit"	means a resident's parking permit issued by the Council and does not include a disabled person's badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970 as amended)
"Payment In Lieu Housing Contribution"	means the Index Linked contribution in the sum of be £2,515,661 towards a specified affordable housing project or development site within the Borough such sum to be subject to the provisions in Schedule 1 and to be calculated per Dwelling based on the difference in Market Value between an Open Market Housing Unit and an Affordable Housing Unit and/or an Additional Affordable Housing Unit in accordance with the methodology outlined in paragraph 2.62 of the Mayor of London's Supplementary Planning Guidance 'Homes for Londoners: Affordable Housing and Viability paragraph <i>"2.62 The starting point for determining in-lieu contributions should be the maximum reasonable amount of affordable housing that could be provided on-site as assessed through the Viability Tested Route. The value of the Payment in lieu contribution</i>

	<i>should be based on the difference in Gross Development Value arising when the affordable units are changed to market units within the appraisal. This is to ensure that where the on-site component of market housing is increased as a result of the affordable contribution being provided as a cash in-lieu payment, this does not result in a higher assumed profit level for the market homes within the assessment which would have the effect of reducing the affordable housing contribution" and to be Index Linked from the date of the grant of Planning Permission</i>
"Phase"	means any phase of the Development
"Sub-Phase"	means any sub-phase of a particular Phase
"Plan"	means the location plan reference 0419-SEW-ZZ-ZZ-DR-A-000003 P2 attached to this Agreement at Appendix 2
"Planning Application"	means the application for Planning Permission under the Council's reference number 12853/APP/2023/1492
"Planning Obligations Officer"	means the Council's Planning Obligations Officer
"Planning Permission"	means the planning permission for Change of use of the existing buildings to provide new homes (Use Class C3), together with internal and external works to the buildings, landscaping, car and cycle parking, and other associated works in pursuance of the Planning Application substantially in the form of the draft permission at Appendix 3
"Planning Reference"	means planning reference 12853/APP/2023/1492

"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
"Protected Tenant"	<p>means a tenant (or a successor in title to such tenant) who:</p> <ul style="list-style-type: none"> a) has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit; b) has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Housing Unit; and c) has been granted a London Shared Ownership Lease by a Registered Provider (or similar arrangement where a share of the Affordable Housing Unit is owned by the tenant and a share is owned by the Registered Provider) in respect of a particular Affordable Housing Unit and the tenant has subsequently purchased from the Registered Provider all the remaining shares so that the tenant owns the entire Affordable Housing Unit
"Public Subsidy"	means funding from the Council and/or the GLA together with any additional public subsidy secured by the Owner to support the delivery of the Development;
"Registered Provider"	<p>means:</p> <ul style="list-style-type: none"> (a) a provider of Affordable Housing registered under section 111 of the Housing and Regeneration Act 2008

	<p>(or such other relevant previous or amended or replacement statutory provision);</p> <p>(b) an approved development partner of Homes England (or any successor agency) which is eligible to obtain grant funding; or</p> <p>in each case either nominated or approved by the Deputy Director of Planning and Regeneration (such approval not to be unreasonably withheld or delayed)</p>
“Review Date”	means the date of the submission of the Development Viability Information pursuant to Schedule 2 in relation to the Early Stage Review or the Late Stage Review as the context requires
“Reportable Unit”	means an individual Building of five or more flats or a group of five or more houses;
“Service Charges”	means all amounts payable by a tenant or owner of the London Shared Ownership Housing Unit as part of or in addition to the rent and directly or indirectly for services, repairs, maintenance, improvements, insurance and/or the landlord's costs of management
“Significant Under-Performance”	means delivery of less than fifty percent (50%) of the total outputs specified in the Construction Training Scheme
“Site”	means the property known as Hayes Park Central and South and shown for identification purposes only edged red on the Plan
“Specified Date”	means the date upon which an obligation arising under this Agreement is due to be performed unless otherwise stated
“Staircasing”	means the acquisition by a lessee of a London Shared Ownership Unit of additional equity in a

	London Shared Ownership Housing Unit up to a maximum of one hundred per cent (100%) equity and Staircased shall be construed accordingly
"Substantial Implementation Target Date"	means the date twenty-four (24) months from but excluding the date of approval of the Planning Permission for the purposes of the Early Stage Review Substantial Implementation
"Sums Due"	means all sums due to a Chargee of the Affordable Housing Units and/or the Additional Affordable Housing Units pursuant to the terms of its Charge including (without limitation) all interest and reasonable legal and administrative fees costs and expenses.
"Targets"	means targets for achieving a decrease in the proportion of persons travelling to and from the Development by driver only private car to using more sustainable modes of transport (where walking, cycling or the use of public transport are more sustainable than using a car) as calculated in the Travel Plan (that shall be submitted to and approved by the Council for the Development).
"Training Costs"	means the sum calculated using the following formula as prescribed within the Planning Obligations Supplementary Planning Document July 2014: <i>"£2,500 (two thousand five hundred pounds) for every £1,000,000 (one million pounds) worth of construction costs for the Development. Based on the average cost of training for one person on an NVQ construction course at college"</i>
"Travel Plan"	means a framework plan to be provided and adopted by the Owner as approved in writing by the Council to encourage means of travel to

	and from the Development other than by the driver only private car
“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
“VAT”	means value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax
“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 Owner under the terms of this Agreement from the Council that agreement, approval, consent or satisfaction shall be given in writing and shall not be unreasonably withheld or delayed;
- 1.2.8 references to any statute or statutory provision include references to:

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

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

1.2.9 references to the Site include any part of it;

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

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

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

1.2.13 without prejudice to the terms of any other provision contained in this Agreement the Owner shall pay all costs, charges and expenses (including without prejudice to legal costs and Surveyor's fees) reasonably incurred by the Council for the purpose of or incidental to the enforcement of any right or power of the Council or any obligation of the Owner arising under this Agreement;

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 Owner without limit of time.

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

3 CONDITIONALITY

The obligations contained in this Agreement shall come into effect on the date hereof save as follows

- (i) Schedule 1,2,3,4,5,6,7,8, 9 and 11 which are subject to and conditional upon and which shall come into effect on the Commencement of the Development unless expressly 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 Owner in performing or observing any of the covenants undertakings obligations or restrictions contained in this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said covenants undertaking or obligation from acting upon any subsequent breach or default in respect of the Owner.
- 4.4 Nothing in this Agreement shall be construed as a grant of planning permission.
- 4.5 Unless expressly agreed otherwise in this Agreement, the covenants in this Agreement shall be enforceable without any limit of time against the Owner and any successors in title to the Site and assigns of the Owner in an interest or estate to the Site or any part or parts of the Site as if that person had also been an original covenanting party in respect of the interest or estate for the time being held by that person.
- 4.6 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission is quashed or revoked or otherwise withdrawn or (without the consent of the Owner or their successors in title) is modified by any statutory procedure or expires prior to Commencement of Development.
- 4.7 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.
- 4.8 In the event that the planning obligations contained in this Agreement being modified a note or memorandum thereof shall be endorsed upon this Agreement.

4.9 The Agreement cannot be amended or discharged without the prior consent in writing of the Owner and the Council or their respective successors in title.

5 THE OWNER'S PLANNING OBLIGATIONS

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

6 COSTS

6.1 The Owner hereby covenants with the Council that on completion of this Agreement it will pay the Council's reasonable and proper legal costs, together with all disbursements, incurred in connection with the negotiation, preparation, completion and registration of this Agreement.

6.2 Prior to Commencement of Development the Owner will pay to the Council the Project Management and Monitoring Fee. For the avoidance of doubt the Project Management and Monitoring Fee shall be paid in addition to the costs referred to in clause 6.1 above.

7 REGISTRATION OF AGREEMENT

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

8 RIGHT OF ACCESS

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

9. DISPUTE RESOLUTION

9.1 Subject always to clause 9.8, if any dispute arises relating to or arising out of the terms of this Agreement, either party may give to the other party or parties a Determination Notice.

9.2 The Expert will be appointed by agreement between the parties or (if within 10 Working Days after service of the Determination Notice the parties have been unable to so agree then on the application of any of the parties under clause 9.4 below) by such a person as the parties will agree to be appropriate having regard to the nature of the dispute or difference in question PROVIDED THAT the person shall have a minimum of 10 years' recent relevant experience of the subject matter of the dispute.

9.3 Any dispute over the type of Expert appropriate to resolve the dispute may be referred at the request of either party to the President or next most senior available officer of the

Law Society who will have the power, with the right to take such further advice as he may require, to determine the appropriate type of Expert and to arrange his nomination.

- 9.4 Any dispute over the identity of the Expert is to be referred at the request of either party to the President or other most senior available officer of the organisation generally recognised as being responsible for the relevant type of Expert who will have the power, with the right to take such further advice as he may require, to determine and nominate the appropriate Expert or to arrange his nomination. If no such organisation exists, or the parties cannot agree the identity of the organisation, then the Expert is to be nominated by the President or next most senior available officer of the Law Society.
- 9.5 The Expert is to act as an independent expert and:
 - 9.5.1 each party may make written representations within 10 Working Days of his appointment and will copy the written representations to the other party;
 - 9.5.2 each party is to have a further 10 Working Days to make written comments on the other's representations and will copy the written comments to the other party;
 - 9.5.3 the Expert is to be at liberty to call for such written evidence from the parties and to seek such legal or other expert assistance as he or she may reasonably require;
 - 9.5.4 the Expert is not to take oral representations from the parties without giving both parties the opportunity to be present and to give evidence and to cross-examine each other;
 - 9.5.5 the Expert is to have regard to all representations and evidence before him when making his decision, which is to be in writing, and is to give reasons for his decision; and
 - 9.5.6 the Expert is to use all reasonable endeavours to publish his decision within 30 Working Days of his appointment.
- 9.6 Except where stated to the contrary in this Agreement, responsibility for the costs of referring a dispute to an Expert under this clause 9, including costs connected with the appointment of the Expert, the Expert's own costs and other professional costs of any party in relation to a dispute, will be decided by the Expert.
- 9.7 The Expert's decision will (save in the case of fraud or manifest error) be final and binding on the parties.

This clause 9 will not apply to disputes relating to matters of law or the construction or interpretation of this Agreement which will only be subject to the jurisdiction of the courts of England.

10. THIRD PARTIES

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

11. NOTICES

11.1 All notices served under or in connection with this Agreement shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.

11.2 Any notice to be served under or in connection with this Agreement shall be sent to the:

- (a) Director of Planning, Regeneration and Environment London Borough of Hillingdon, Civic Centre, High Street, Uxbridge, Middlesex, UB8 1UW and shall cite the Planning Reference for this Agreement; and
- (b) The Owner at []

12. FORM PO1

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

13. CHANGE IN OWNERSHIP

The Owner agrees to provide the Council with immediate written notification of any change in Ownership of any of its interest in the Land occurring before all of the obligations under this Agreement have been discharged (such notice to give details of the transferee's full name and registered office) together with the area of the Land or unit of occupation purchased by reference to a plan and the 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 Owner (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 10 (10) years after the date on which the relevant Contribution was paid to the Council, then the Council shall within 28 days of a written demand return to the Owner the unexpended or uncommitted (as the case may be) part of the Contributions (with any accrued interest).

15. INDEXATION

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

- (a) A is the sum actually payable on the Specified Date;
- (b) B is the original sum mentioned in this Agreement;
- (c) C is the CPI for the month 2 months before the Specified Date;
- (d) D is the CPI 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 Owner hereby acknowledges and agrees that if at any time VAT is required to be paid in respect of the Land and the Contributions then to the extent that VAT had not been previously charged in respect of that payment the Council shall have the right to issue a VAT invoice to the Owner and the VAT shall be paid accordingly.

18. LIMIT OF LIABILITY

18.1 No party to this Agreement nor its successors in title nor any person deriving title from or under them shall be liable for any breach of any of the planning obligations or other obligations contained in this Agreement after it shall have parted with its entire interest in the Site or such part to which any such breach relates but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

18.1 Individual owner/occupiers, tenants, lessees or purchasers occupying or entitled to occupy a Dwelling shall not be liable to the Council under the provisions of this Agreement save for an Occupant of a Shared Ownership Unit Schedule 1, 2, 10 and 11 subject to any limitations in those Schedules.

18.2 This Agreement shall not be enforceable against any statutory undertaker or person who acquires any part of the Site or any interest therein for the sole purpose of the supply of electricity, gas, water, drainage, telecommunication services or public transport services.

18.3 This Agreement shall not be enforceable against any mortgagee or chargee of the Site or any part thereof unless they take possession of the Land in which case (subject to the provisions of paragraphs 7 and 8 of Schedule 1 in relation to Affordable Housing Units) they too will be bound by the obligations as if they were a person deriving title from the Owner.

19. JURISDICTION

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

20. MORTGAGEE'S CONSENT

The Mortgagee acknowledges and declares that this Agreement has been entered into by the Owner with its consent and that the Land shall be bound by the obligations contained in this Agreement PROVIDED THAT the Mortgagee shall have no liability under this Agreement unless they take possession of the Land in which case they too will be bound by the obligations as if they were a person deriving title from the Owner.

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

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

1. To provide the Affordable Housing on the Site in accordance with the Affordable Housing Scheme in perpetuity subject to paragraph 7 of this Schedule 1 to the Agreement.
2. There shall be no Commencement of the Development until the Affordable Housing Scheme and an Affordable Housing Phasing Plan has been submitted to and approved in writing by the Council.
3. There shall be no Commencement of Development until the Registered Provider has entered into the Nominations Agreement with the Council.
4. Not to permit Occupation of any Phase or Sub-Phase of the Development until:
 - 4.1 The Affordable Housing Units in that Phase or Sub-Phase have been provided in accordance with the Affordable Housing Scheme
 - 4.2 The Affordable Housing Units have been completed and are ready for Occupation;
 - 4.3 The Affordable Housing Units have been transferred to a Registered Provider either on a freehold basis or on a long lease of at least nine hundred and ninety-nine (999) years to a Registered Provider or other social landlord as approved by the Council
 - 4.4 The Affordable Housing Units have been transferred to a Registered Provider in accordance with the Nomination Agreement with the following rights:
 - (a) full and free rights of access both pedestrian and vehicular from the public highway to the Affordable Housing Units;
 - (b) full and free rights of the passage of water soil electricity gas and other services through the pipes drains channels wires cables and conduits which shall be in the adjoining Land up to and abutting the boundary to the Affordable Housing Units all such services to be connected to the mains;

5. Disposal to a Registered Provider shall be subject to a condition that the Registered Provider enters into such legal agreements as are reasonably required by the Council relating to the nomination of tenants/Owner/occupiers for the Affordable Housing Units
6. The Owner or the Registered Provider where relevant shall pay the Council's reasonable and proper costs in dealing with any notices, enquiries or further agreements relating to this Schedule 1
7. The affordable housing provisions in Schedule 1 of this Agreement shall not be binding on
 - 7.1 a Protected Tenant; or
 - 7.2 Subject to the provisions of paragraph 8, a Chargee of the whole or any part of the Affordable Housing Units or any Additional Affordable Housing Units or any persons or bodies deriving title through such Chargee

8 MORTGAGEE IN POSSESSION CLAUSE

- 8.1 In order to benefit from the protection in paragraph 7.2 a Chargee must:
 - (a) serve a Default Notice on the Council by delivery by hand to the Council's offices during office hours or using first class registered post to the Council's offices in either case addressed to the Director prior to seeking to dispose of the relevant Affordable Housing Units and/or the Additional Affordable Housing Units;
 - (b) when serving the Default Notice, provide to the Council official copies of the title registers for the relevant Affordable Housing Units and/or the Additional Affordable Housing Units; and
 - (c) subject to paragraph 8.5, not exercise its power of sale over or otherwise dispose of the relevant Affordable Housing Units and/or Additional Affordable Housing Units before the expiry of 3 months from the date of the Default Notice ("the Moratorium Period") except in accordance with paragraph 8.3.
- 8.2 From the first day of the Moratorium Period to (but excluding) the date falling 1 calendar month later, the Council may serve an Intention Notice on the Chargee.
- 8.3 Not later than 15 Working Days after service of the Intention Notice (or such later date during the Moratorium Period as may be agreed in writing between the Council and the Chargee), the Chargee will grant the Council (and/or the Council's nominated substitute Registered Provider) an exclusive Option to purchase the relevant Affordable Housing

Units and/or the Additional Affordable Housing Units which shall contain the following terms:

- (a) the sale and purchase will be governed by the Standard Commercial Property Conditions (Third Edition – 2018 Revision) (with any variations that may be agreed between the parties to the Option (acting reasonably));
- (b) the price for the sale and purchase will be agreed in accordance with paragraph 8.4(b) or determined in accordance with paragraph 8.5;
- (c) provided that the purchase price has been agreed in accordance with paragraph 8.4(b) or determined in accordance with paragraph 8.5, but subject to paragraph 8.3(d), the Council (or its nominated substitute Registered Provider) may (but is not obliged to) exercise the Option and complete the purchase of the relevant Affordable Housing Units and/or any Additional Affordable Housing Units at any time prior to the expiry of the Moratorium Period;
- (d) the Option will expire upon the earlier of (A) notification in writing by the Council (or its nominated substitute Registered Provider) that it no longer intends to exercise the Option and (B) the expiry of the Moratorium Period; and
- (e) any other terms agreed between the parties to the Option (acting reasonably).

8.4 Following the service of the Intention Notice:

- (a) the Chargee shall use reasonable endeavours to reply to reasonable enquiries raised by the Council (or its nominated substitute Registered Provider) in relation to the Affordable Housing Units and/or the Additional Affordable Housing Units as expeditiously as possible having regard to the length of the Moratorium Period; and
- (b) the Council (or its nominated substitute Registered Provider) and the Chargee shall use reasonable endeavours to agree the purchase price for the relevant Affordable Housing Units and/or the Additional Affordable Housing Units which shall be the higher of:
 - (i) the price reasonably obtainable in the circumstances having regard to the restrictions as to the use of the relevant Affordable Housing Units and/or the Additional Affordable Housing Units contained in this Schedule; and
 - (ii) (unless otherwise agreed in writing between the Council (or its nominated substitute Registered Provider) and the Chargee) the Sums Due.

For the avoidance of doubt at no point shall the Chargee be required to dispose of the relevant Affordable Housing Unit(s) and/or the Additional Affordable Housing Units for a consideration less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and

8.5 On the date falling 10 Working Days after service of the Intention Notice, if the Council (or its nominated substitute Registered Provider) and the Chargee have not agreed the price pursuant to paragraph 8.4(b):

- (a) the Council (or its nominated substitute Registered Provider) and the Chargee shall use reasonable endeavours to agree the identity of an independent surveyor having at least 10 years' experience in the valuation of affordable/social housing within the London area to determine the dispute and, if the identity is agreed, shall appoint such independent surveyor to determine the dispute;
- (b) if, on the date falling 15 Working Days after service of the Intention Notice, the Council (or its nominated substitute Registered Provider); and
- (c) the Chargee have not been able to agree the identity of an independent surveyor, either party may apply to the President for the time being of the Royal Institution of Chartered Surveyors or their deputy to appoint an independent surveyor having at least 10 years' experience in the valuation of affordable/social housing within the London area to determine the dispute;
- (d) the independent surveyor shall determine the price reasonably obtainable referred to at paragraph 8.4(b)(i), due regard being had to all the restrictions imposed upon the relevant Affordable Housing Units and/or the Additional Affordable Housing Units by this Agreement;
- (e) the independent surveyor shall act as an expert and not as an arbitrator;
- (f) the fees and expenses of the independent surveyor are to be borne equally by the parties;
- (g) the independent surveyor shall make their decision and notify the Council, the Council's nominated substitute Registered Provider (if any) and the Chargee of that decision no later than 14 days after their appointment and in any event within the Moratorium Period; and

(h) the independent surveyor's decision will be final and binding (save in the case of manifest error or fraud).

8.6 The Chargee may dispose of the relevant Affordable Housing Units and/or Additional Affordable Housing Units free from the obligations and restrictions contained in this Schedule 1 which shall determine absolutely in respect of those Affordable Housing Units and/or Additional Affordable Housing Units (but subject to any existing tenancies) if:

- (a) the Council has not served an Intention Notice before the date falling 1 calendar month after the first day of the Moratorium Period;
- (b) the Council (or its nominated substitute Registered Provider) has not exercised the Option and completed the purchase of the relevant Affordable Housing Units and/or Additional Affordable Housing Units on or before the date on which the Moratorium Period expires; or
- (c) the Council (or its nominated substitute Registered Provider) has notified the Chargee in writing pursuant to the Option that it no longer intends to exercise the Option.

8.7 The Council (and its nominated substitute Registered Provider, if any) and the Chargee shall act reasonably in fulfilling their respective obligations under paragraphs 8.1 to 8.6 (inclusive).

9. CASCADE MECHANISM

9.1 If in the event the Owner has not secured a Registered Provider in relation to the disposal of the Affordable Housing Units and/or any Additional Affordable Housing Units and it has been clearly justified in Policy H4 of the London Plan the Owner shall provide the Council with evidence of genuine attempts made to offer the sale of the Affordable Housing Units and/or any Additional Affordable Housing Units to a Registered Provider over a minimum of 12 months and must take place 6 months before Completion and 6 months after Completion of the relevant Affordable Housing Unit.

9.2 The Council shall consider this information and where it is justified in accordance with Policy H4 of the London Plan notify the Owner the Payment in Lieu Housing Contribution can be provided in lieu of the Affordable Housing Units and/or the Additional Affordable Housing Units and shall confirm this to the Owner in writing.

9.3 The Payment in Lieu Housing Contribution shall be paid prior to first Occupation of the Dwellings.

9.4. There shall be no Occupation of the Dwellings until the Payment in Lieu Housing Contribution has been paid to the Council.

9.5 The Owner shall pay the Council's costs which are reasonably and properly incurred in assessing the information submitted at paragraph 9.1 including those of the External Consultant, within twenty (20) Working Days of receipt of a written request for payment (provided that such request shall be accompanied by a breakdown of the costs incurred, together with a supporting narrative).

SCHEDULE 2

AFFORDABLE HOUSING REVIEW

1. EARLY STAGE VIABILITY REVIEW

- 1.1 The Owner shall notify the Council in writing of the date on which it considers that Early Stage Review Substantial Implementation has been achieved no later than ten (10) Working Days after such date and such notice shall be accompanied by full documentary evidence on an open book basis to enable the Council to independently assess whether Early Stage Review Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date.
- 1.2 No later than ten (10) Business Days after receiving a written request from the Council, the Owner shall provide to the Council any additional documentary evidence reasonably requested by the Council to enable it to determine whether Early Stage Review Substantial Implementation has been achieved on or before the Substantial Implementation Target Date.
- 1.3 Following the Owner's notification pursuant to paragraph 1.1 of this Schedule 2, the Owner shall afford the Council access to the Land to inspect and assess whether or not the works which have been undertaken achieve Early Stage Review Substantial Implementation PROVIDED ALWAYS THAT the Council shall:
 - (a) provide the Owner with reasonable written notice of its intention to carry out such an inspection;
 - (b) comply with relevant health and safety legislation; and
 - (c) at all times be accompanied by the Owner or its agent.
- 1.4 No later than twenty (20) Business Days after the Council receives:
 - (a) notice pursuant to paragraph 1.1 of this Schedule 2; or
 - (b) if the Council makes a request under paragraph 1.2 of this Schedule 2, the additional documentary evidence

the Council shall inspect the Land and thereafter provide written confirmation to the Owner within ten (10) Working Days of the inspection date as to whether or not the Council considers that Early Stage Review Substantial Implementation has been

achieved and whether it was achieved on or before the Substantial Implementation Target Date.

1.5 In the event of a dispute between the Council and the Owner in respect of whether Substantial Implementation has been achieved on or before the Substantial Implementation Target Date, clause 9 shall apply.

1.5 The Owner shall not Occupy the Development or any part thereof until:

- (a) it has been determined pursuant to paragraph 1 of this Schedule 2 that Early Stage Review Substantial Implementation has been achieved on or before the Substantial Implementation Target Date;
- (b) it has been determined pursuant to paragraph 3 of this Schedule 2 that no Additional Affordable Housing Units are required; or
- (c) if it is determined pursuant to paragraph 3 of this Schedule 2 that Additional Affordable Housing Units are required, an Additional Affordable Housing Scheme has been approved in respect of those Additional Affordable Housing Units.

2 SUBMISSION OF DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION

2.1 Where Early Stage Review Substantial Implementation has not occurred before the Substantial Implementation Target Date, as determined by the Council under paragraph 1.4 of this Schedule 2 or pursuant to clause 9:

- (a) the Owner shall submit the following information no later than twenty (20) Business Days after the date of such determination, on the basis that the Council may make such information publicly available:
 - i the Development Viability Information for Formula 1b and Formula 2;
 - ii a written statement that applies the applicable Development Viability Information to Formula 1b (PROVIDED ALWAYS THAT if the result produced by Formula 1b is less than zero it shall be deemed to be zero) and Formula 2 thereby confirming whether in the Owner's view any Additional Affordable Housing Units can be provided; and
 - iii where such written statement confirms that Additional Affordable Housing Units can be provided, an Additional Affordable Housing Scheme; and

(b) paragraphs 3 and 4 of this Schedule 2 shall apply.

3 ASSESSMENT OF DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION

3.1 The Council shall assess the information submitted pursuant to paragraph 2 of this Schedule 2 and shall assess whether in its view Additional Affordable Housing Units are required to be delivered in accordance with Formula 1b and Formula 2 and for the avoidance of doubt the Council will be entitled to rely on its own evidence in determining inputs into Formula 1b and Formula 2 subject to such evidence also being provided to the Owner and the Owner's reasonable representations in respect of such evidence being taken into account.

3.2 The Council may appoint an External Consultant to assess the information submitted pursuant to paragraph 2 of this Schedule 2.

3.3 In the event that the Council and/or an External Consultant requires further Development Viability Information or supporting evidence of the same then the Owner shall provide any reasonably required information to the Council or the External Consultant (as applicable and with copies to the other parties) within ten (10) Working Days of receiving the relevant request.

3.4 Within twenty (20) Working Days of receipt by the Council of either the information referred to in paragraph 2(a) of this Schedule 2 or (where required) the further Development Viability Information or supporting evidence provided by the Owner in accordance with paragraph 3.3 above, the Council shall notify the Owner in writing of the Council's decision as to whether any Additional Affordable Housing Units are required and whether the submitted Additional Affordable Housing Scheme is approved.

3.5 Where the Council concludes that Additional Affordable Housing Units are required but the Owner's initial submission concluded otherwise, the Owner shall, subject to paragraph 3.6, provide an Additional Affordable Housing Scheme to the Council for written approval (such approval not to be unreasonably withheld or delayed) within twenty (20) Working Days of the date on which it receives the Council's notice pursuant to paragraph 3.4 of this Schedule 2.

3.6 In the event of a dispute between the Council and the Owner in respect of the Council's assessment pursuant to paragraph 3.4 or paragraph 3.5 of this Schedule 2, clause 9 shall apply.

3.7 Where it is determined that:

- (a) a surplus profit arises following the application of Formula 1b but such surplus profit is insufficient to provide any Additional Affordable Housing Units pursuant to Formula 2; or
- (b) a surplus profit arises following the application of Formula 1b but such surplus profit cannot deliver a whole number of Additional Affordable Housing Units pursuant to Formula 2;

then in either scenario the Owner shall pay any such surplus profit allocable to any incomplete Additional Affordable Housing Unit to the Council as a financial contribution towards off site Affordable Housing.

3.8 The Owner shall pay the Council's costs which are reasonably and properly incurred in assessing the information submitted pursuant to paragraph 2 and (if applicable) paragraph 3.3 of this Schedule 2, including those of the External Consultant, within twenty (20) Working Days of receipt of a written request for payment (provided that such request shall be accompanied by a breakdown of the costs incurred, together with a supporting narrative).

4 DELIVERY OF ADDITIONAL AFFORDABLE HOUSING

4.1 Where it is determined that one or more Additional Affordable Housing Units are required, the Owner shall not Occupy more than fifty per cent (50%) of the Open Market Housing Units unless and until it has:

- (a) practically completed all of the Additional Affordable Housing Units in accordance with the Additional Affordable Housing Scheme approved by the Council and made them available for Occupation; and
- (b) paid any remaining surplus profit pursuant to paragraph 3.7 of this Schedule 2 to the Council towards the delivery of off-site Affordable Housing within the Authority's Area.

5 PUBLIC SUBSIDY

Nothing in this Agreement shall prejudice any contractual obligation on the Owner to repay or reimburse any Public Subsidy using any surplus profit that is to be retained by the Owner following the application of Formula 2.

6 REVIEW

- 6.1 The parties acknowledge and agree that as soon as reasonably practicable following completion of this Agreement the Council shall report to the GLA through the Planning London Datahub the number and tenure of the Affordable Housing Units by units and Habitable Room.
- 6.2 The Parties acknowledge and agree that as soon as reasonably practicable the Council shall report to the GLA through the Planning London Datahub the following information (to the extent applicable):
 - (a) the approval of an Additional Affordable Housing Scheme pursuant to paragraph 3 of this Schedule 2 or, if it is determined that an Additional Affordable Housing Scheme is not required, the date of such determination; and
 - (b) the number and tenure of the Additional Affordable Housing Units by unit numbers and Habitable Room (if any);
 - (c) any changes in the tenure or affordability of the Affordable Housing Units by unit numbers and Habitable Room; and
 - (d) the amount of any financial contribution payable towards off-site Affordable Housing pursuant to paragraph 3.7 of this Schedule 2.

AFFORDABLE HOUSING REVIEW FORMULA

Formula 1b

X = Surplus profit available for additional on-site affordable housing

X = (A - B) - (C - D) - P

A = Estimated GDV of development as determined at the time of review (£)

B = Application Stage Estimated GDV of development as determined at the grant of planning permission in the sum of £59,807,578 and as identified in the Application Stage Viability Appraisal

C = Estimated Build Costs as determined at the time of review

D = Application Stage Estimated Build Costs as determined at grant of planning permission £38,918,726 and as identified in the Application Stage Viability Appraisal

$P = (A - B) * Y$; Developer profit on change in GDV (£)

Y = The Target return comprising the Developer profit as a percentage of GDV as determined at the application stage (%17.5% on GDV for market units and 6% on GDV for affordable) and as identified in the Application Stage Viability Appraisal 1

FORMULA 2

Additional affordable housing

X = Additional London Affordable Rented Housing / Social Rented Housing requirement (Habitable Rooms)

$X = ((E * F) + (A - B)) / D$

Y = Additional London Shared Ownership requirement (Habitable Rooms)

$Y = ((E * G) + (A - C)) / D$

Where:

A = Average Open Market Housing Value (£ per m²)

B = Average Low Cost Rent Housing Value

C = Average Intermediate Housing Value (£ per m²)

D = Average Habitable Room size for the Development being [20.22m²]

E = Surplus profit available for Additional Affordable Housing Units as determined in Formula 1b (£)

F = Percentage of surplus profit available for Additional Affordable Housing Units to be used for Low Cost Rent Housing 70%

G = Percentage of surplus profit available for Additional Affordable Housing Units to be used for Intermediate Housing 30%

Notes:

$(A - B)$ represents the difference in average value of market housing per m² and average value of Social Rented Housing and London Affordable Rented Housing per m² (£). $(A - C)$ represents the difference in average value of market housing and average value of London Shared Ownership Housing per m² (£).

$(E * G)$ represents the surplus profit to be used for Intermediate Housing (£).

$(E * F) + (A - B)$ represents the additional Low Cost Rent Housing requirement (m²).

$(E * G) + (A - C)$ represents the additional Intermediate Housing requirement (m²).

7. **LATE-STAGE REVIEW**

7.1 The Owner shall notify the Council in writing ("the Notice") of the date on which it considers that Late Stage Review Date is going to take place no later than ten (10) Working Days before such date and such notice shall be accompanied by documentary evidence demonstrating the Late Stage Review Date

8. **DETERMINATION OF LATE-STAGE REVIEW**

8.1 In the event of a dispute between the Council and the Owner in respect of whether the Late-Stage Review Date has been achieved the dispute resolution provisions contained within clause 9 of this Deed shall apply.

8.2 The Owner shall not Dispose of more than 75% of the Open Market Housing Unit(s) until:

- (a) It has been determined pursuant to paragraph 7.1 or paragraph 8.1 of this Schedule 2 that Late-Stage Review Date has been achieved;
- (b) It has been determined pursuant to paragraph 10.1 of this Schedule 2 that no Late-Stage Review Contribution is required; or
- (c) If it is determined pursuant to paragraph 10.1 and 10.4 of this Schedule 2 that a Late-Stage Review Contribution is required.

9 **SUBMISSION OF DEVELOPMENT VIABILITY INFORMATION**

9.1 The Owner shall submit the following information in accordance with Paragraph 8 of this Schedule 2 (on the basis the Council may make such information publicly available):

- (i) the Development Viability Information for Formula 3 and Formula 4; and
- (ii) a written statement that applies the applicable Development Viability Information to Formula 3 (PROVIDED ALWAYS THAT if the result produced by Formula 3 is less than zero it shall be deemed to be zero) and Formula 4 thereby confirming whether in the Owner's view a Late-Stage Review Contribution is required.

10 **COUNCILS ASSESSMENT OF DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION**

- 10.1 The Council shall assess the information submitted pursuant to paragraph 7.1 and 9.1 of this Schedule 2 and shall assess whether in its view a Late Stage Review Contribution is required to be delivered in accordance with Formula 3 and Formula 4 and for the avoidance of doubt the Council will be entitled to rely on its own evidence in determining inputs into Formula 3 and Formula 4 subject to such evidence also being provided to the Owner and the Owner's reasonable representations in respect of such evidence being taken into account.
- 10.2 The Council may appoint an External Consultant to assess the information submitted pursuant to paragraph 9.1 of this Schedule 2.
- 10.3 In the event that the Council and/or an External Consultant requires further Development Viability Information or supporting evidence of the same then the Owner shall provide any reasonably required information to the Council or the External Consultant (as applicable and with copies to the other parties) within ten (10) Working Days of receiving the relevant request.
- 10.4 Within twenty (20) Working Days of receipt by the Council of either the information referred to in paragraph 9.1 of this Schedule 2 or (where required) the further Development Viability Information or supporting evidence provided by the Owner in accordance with paragraph 10.3 above, the Council shall notify the Owner in writing of the Council's decision as to whether a Late-Stage Review Contribution is required.
- 10.5 In the event of a dispute between the Council and the Owner in respect of the Council's assessment pursuant to this Schedule 2, clause 9 shall apply.
- 10.6 The Owner shall pay the Council's costs which are reasonably and properly incurred in assessing the information submitted pursuant to paragraph 9.1 and (if applicable) paragraph 10.3 of this Schedule 2, including those of the External Consultant, within twenty (20) Working Days of receipt of a written request for payment (provided that such request shall be accompanied by a breakdown of the costs incurred, together with a supporting narrative).

11. **LATE-STAGE REVIEW CONTRIBUTION**

- 11.1 In the event the Council notifies the Owner pursuant to paragraph 8 or it is determined that a Late Stage Review Contribution is required:

- 11.1.1 the Owner shall pay the Late Stage Review Contribution to the Council within 10 Working Days of the date on which such notice is received; and
- 11.1.2 the Owner shall not Occupy more than 75 per cent of the Open Market Housing Units until the Late Stage Review Contribution has been paid in full to the Council.

12 **PUBLIC SUBSIDY**

- 12.1 Nothing in this Agreement shall prejudice any contractual obligation on the Owner to repay or reimburse any Public Subsidy using any surplus profit that is to be retained by the Owner following the application of Formula 3 of Schedule 2 of this Deed.

13 **MONITORING AND PAYMENT OF THE LATE-STAGE REVIEW CONTRIBUTION**

- 13.1 The parties acknowledge and agree that as soon as reasonably practicable following completion of this Agreement the Council shall report to the GLA through the Planning London Datahub any Late-Stage Review Contribution.

FORMULA 3 - LATE-STAGE REVIEW CONTRIBUTION

X = Late-Stage Review Contribution

X = $(((A + B) - C) - ((D + E) - F) - P) \times 0.6$

A = Actual GDV at the Late Stage Review Date (£)

B = Estimated GDV at the Late Stage Review Date (£)

C = Estimated GDV determined as part of the assessment of viability at the time Planning Permission was granted and as set out in the Application Stage Viability Appraisal (£59,807,578) (or as determined in Early Stages Review) (£)

D = Build Costs incurred at the time of review (£)

E = Estimated Build Costs for remainder of the development (£)

F = Build Costs determined as part of the assessment of viability at the time Planning Permission was granted and as set out in the Application Stage Viability Appraisal (£38,918,726) (or as determined in Early Stage Review) (£)

P = Developer profit on change in GDV (£); $P = (A + B - C) * Y$

Y = Developer profit as a percentage of GDV as determined at the time Planning Permission was granted as set out in the Application Stage Viability Appraisal (17.5% on GDV for market units, 6% on GDV for affordable)

Notes: $(A + B) - C$ = The change in GDV from the grant of planning permission (or previous review) to the late stage review (£) $(D + E) - F$ = The change in build costs from the grant of Planning Permission (or previous review) to the late stage review (£)

P = Developer profit on change in GDV (£) 0.6 = Any surplus profit, after deducting the developer profit (P), will be shared between the LPA and the developer with 60% used

for additional affordable housing in accordance with the London Plan Affordable Housing Supplementary Planning Guidance 2017 as amended

FORMULA 4 - LATE-STAGE REVIEW CAP

The Owner covenants to apply the following formula:

X = Late Stage Review Cap

X = $((A \cdot D) - (B \cdot D)) \cdot E + (((A \cdot D) - (C \cdot D)) \cdot F)$

A = Average Open Market Housing Value per m² (£)

B = Average low cost rent housing value per m² (£)

C = Average Intermediate Housing Value per m² (£)

D = Average habitable room size for scheme (20.22 m²)

E = Low cost rent shortfall on-site (habitable rooms) (80 habitable rooms determined at the time planning permission was granted or as updated following previous review)⁴⁷

F = Intermediate housing shortfall on-site (habitable rooms) (0 habitable rooms determined at the time planning permission was granted or as updated following previous review) ⁴⁷

⁴⁷ As required any shortfall in the relevant tenure of affordable housing by habitable room in the consented scheme, when compared with the policy target and local plan tenure split.

14 OVERALL AFFORDABLE HOUSING CAP

14.1 It is hereby agreed between the parties that together the Affordable Housing Units, Additional Affordable Housing Units, Payment in Lieu Housing Contribution and Late Stage Affordable Housing Contribution and any contribution payable pursuant to paragraph 3.7 of Schedule 1 provided or paid pursuant to the terms of this Agreement shall not exceed the Affordable Housing Cap.

SCHEDULE 3

ACTIVE TRAVEL ZONE CONTRIBUTION

- 1 Prior to Commencement of Development to pay the Active Travel Zone Contribution the Council and
- 2 Not to Commence or cause or allow or permit Commencement of Development before the Active Travel Zone Contribution has been paid.
- 3 The Council shall deliver the following Active Travel Zone Works from the Active Travel Contribution:

Improvements to footpath H5	£17,000.00
Hewens Primary - Safer Routes to Schools	£17,000.00
Dropped kerbs and tactile paving at 28no. locations	£184,000.00
10no. street benches various locations	£22,000.00
20no. street trees various locations	£ 7,040.00
Total	£247,040.00

SCHEDULE 4

AIR QUALITY CONTRIBUTION

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

1. Prior to Commencement of Development to pay to the Council the Air Quality Contribution; and
2. Not to Commence Development until the Air Quality Contribution has been paid.

SCHEDULE 5

'BE SEEN' ENERGY MONITORING

The Owner 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 updated accurate and verified 'as – built' design estimates of the 'Be Seen' Energy Performance Indicators for each Reportable Unit, have been approved in writing by the Council in accordance with paragraphs 1.1 to 1.3 of Schedule 5 of this Agreement.
 - 1.1 Details as to compliance with methodology as outlined in GLA 'Be Seen' energy monitoring guidance (or any document that may replace it).
 - 1.2 Data and supporting evidence to be submitted to the GLA using the 'Be Seen' as-built stage reporting webform (<https://www.london.gov.uk/what-we-do/planning/implementing-london-plan/london-plan-guidance-and-spqs/be-seen-energy-monitoring-guidance>).
 - 1.3 Confirmation suitable monitoring devices have been installed and maintained for monitoring of the in-use energy performance indicators, as outlined in the 'In-use stage' of GLA 'Be Seen' Energy Monitoring guidance.
2. Upon completion of the first year of Occupation or following the end of the Defects Liability Period (whichever is the later) and at least for the following four years after that date, the Owner is required to:
 - 2.1 Provide accurate and verified annual in-use energy performance data for all relevant indicators under each Reportable Unit of the development as per the methodology outlined in the 'In-use stage' chapter / section of the GLA 'Be Seen' energy monitoring guidance document (or any document that may replace it).
 - 2.2 Ensure all data and supporting evidence should be submitted to the GLA using the 'Be Seen' in-use stage reporting webform (<https://www.london.gov.uk/what-we-do/planning/implementing-london-plan/london-plan-guidance-and-spqs/be-seen-energy-monitoring-guidance>).
 - 2.3 Report on all relevant indicators included in the 'In-use stage' of GLA monitoring guidance for at least five years before obligations under this clause are satisfied.

3. In the event that the 'In-use stage' evidence submitted under paragraph 2) shows that the 'As-built stage' performance estimates derived from paragraph 1 have not been or are not being met, the Owner should investigate and identify the causes of underperformance and the potential mitigation measures and set these out in the relevant comment box of the 'Be Seen' in-use stage reporting webform.
 - 3.1 An action plan comprising measures identified in paragraph 2 shall be submitted to and approved in writing by the GLA, identifying measures which would be reasonably practicable to implement and a proposed timescale for implementation.
 - 3.2 The action plan and measures approved by the GLA should be implemented by the Owner as soon as reasonably practicable.

SCHEDULE 6
CARBON OFFSET CONTRIBUTION

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

- 1 To Pay the Carbon Offset Contribution prior to the Commencement of Development.
- 2 There shall be no Commencement of Development until the Carbon Offset Contribution has been paid to the Council.
- 3 Prior to Commencement of Development to submit to the Council for approval in writing the Energy Monitoring, Recording and Reporting Plan (EMRRP) as required by the Planning Permission.
- 4 There shall be no Commencement of Development until the Energy Monitoring, Recording and Reporting Plan (EMRRP) has been submitted to the Council for approval in writing as required by the Planning Permission.
- 5 Where the Council confirm in writing there has been a failure to achieve the annual carbon savings recorded in the Energy Monitoring, Recording and Reporting Plan (EMRRP) the Energy Monitoring, Recording and Reporting Plan (EMRRP) Contribution will be paid to the Council within 20 working days of notification.
- 6 The Energy Monitoring, Recording and Reporting Plan (EMRRP) Contribution shall be paid to the Council within 20 working days where such sum is due following notification from the Council in writing in accordance with Paragraph 5 and for the avoidance of doubt the Owner agrees that where such payment is not received within 20 working days then they shall be in breach of the terms of this Agreement.
- 7 The Energy Monitoring, Recording and Reporting Plan (EMRRP) obligations in this Schedule shall expire upon 30 years from the Commencement of Development.

SCHEDULE 7

CONSTRUCTION TRAINING SCHEME

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

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

9. In the event of Significant Under-Performance, not to Occupy or cause to be Occupied any part of the Development before the Construction Training Contribution is paid to the Council.

Construction Training Contribution in lieu

10. The Construction Training Scheme will not be required and the obligations within paragraphs 2 – 9 (inclusive) above shall not apply where the Owner and the Council agree in writing prior to Commencement of Development that the Owner shall pay the Construction Training Contribution in lieu of provision of the Construction Training Scheme. In the event that the parties agree that the Construction Training Contribution is due this shall be paid to the Council prior to Commencement of the Development
11. Not to Occupy or cause to be Occupied any part of the Development before either:
 - 11.1 the approved Construction Training Scheme has been implemented and delivered by the Owner throughout the construction period of the Development in accordance with the approved scheme and the Co-ordinator Costs have been paid to the Council (if any); or
 - 11.2 in the event of Significant Under-Performance the Construction Training Contribution has been paid to the Council; or
 - 11.3 the Construction Training Contribution has been paid to the Council pursuant to paragraph 10 above.

SCHEDULE 8

LONDON HEALTHY URBAN DEVELOPMENT UNIT CONTRIBUTION

1. The Owner shall pay the London Healthy Urban Development Unit Health Contribution prior to the Commencement of Development.
2. There shall be no Commencement of Development until the London Healthy Urban Development Unit Health Contribution has been paid to the Council.

SCHEDULE 9

OPEN SPACE CONTRIBUTION

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

1. prior to Commencement of Development to pay to the Open Space Contribution; and
2. not to Commence or cause or allow or permit Commencement of Development until the Open Space Contribution has been paid.

SCHEDULE 10

RESIDENTIAL PARKING PERMITS

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

- 1 Upon completion of this Agreement 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 the Dwelling 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"

SCHEDULE 11

TRAVEL PLAN

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

- 1 Not to Occupy the Dwellings 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 will be undertaken and details of subsequent Monitoring for the purposes of assessment achievement of Targets; and
 - 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 Dwellings.
- 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 Dwellings 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 reasonable and proper costs of any Monitoring and auditing and any remuneration and reasonable and proper 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 for the Dwellings 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 Dwellings to provide written details of the Travel Plan to all new occupiers of the Dwellings;
 - 8.2 to use reasonable endeavours to ensure that residents/users of the Dwellings comply with the Travel Plan;
 - 8.3 to undertake the initial Monitoring which shall not be carried out later than one (1) year after Occupation of the Dwellings 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/users disclosed by any Monitoring or copies of any questionnaires completed by residents/users; and
 - 8.5 to secure that the results of each Monitoring are verified by an Auditor within two (2) calendar months of the Monitoring taking place by methods that accord with the reasonable requirements of the Council.
- 9 The Owner will implement any reasonable recommendations made by the Council following each annual review of the Travel Plan within twenty-eight (28) days of such recommendation being made by the Council.

APPENDIX 1

FORM P01

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 SECTION 106/278 LEGAL AGREEMENT

FORM P01

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)

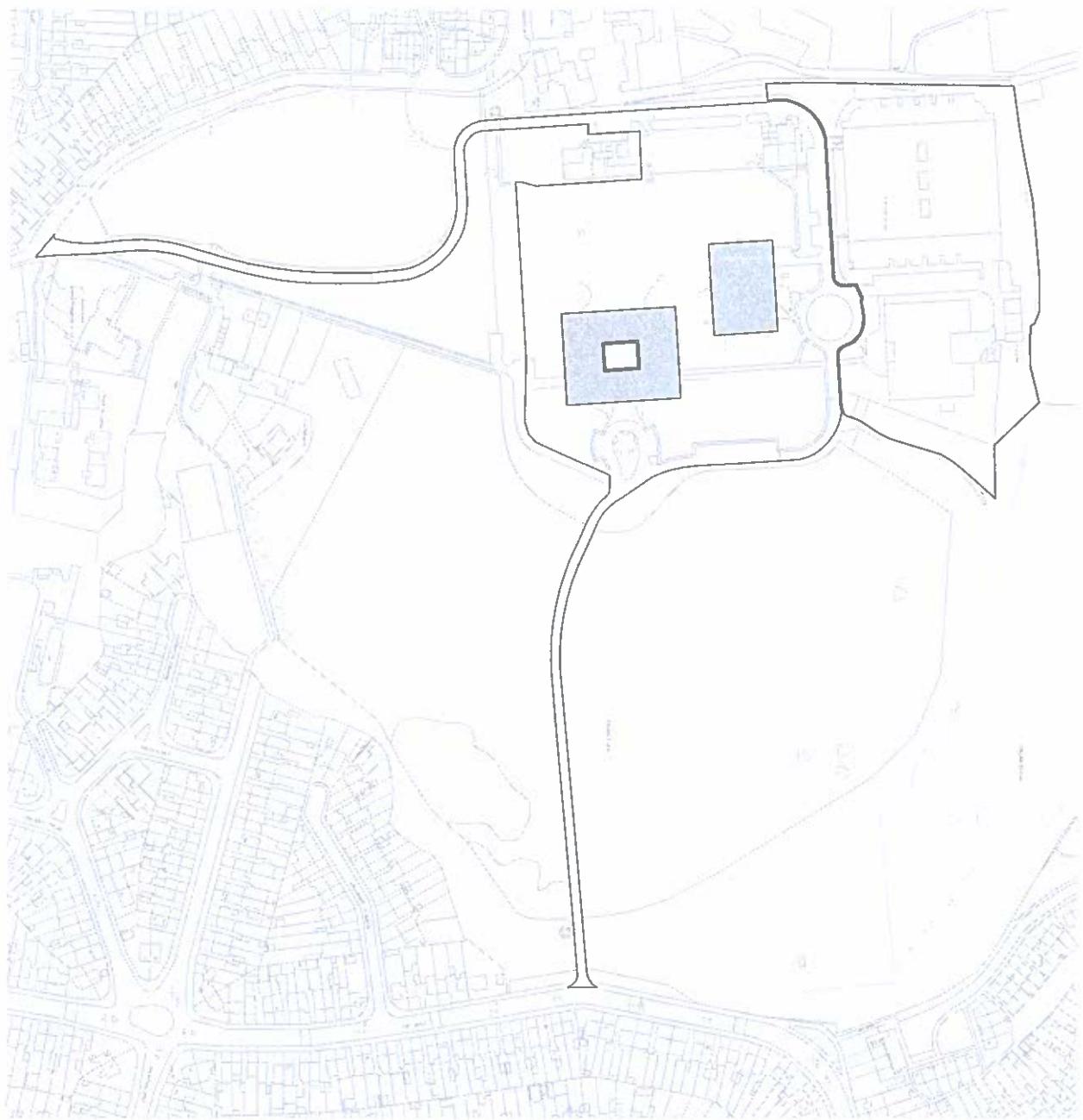
INTEREST BEARING ACCOUNT FOR BENEFIT OF OBLIGATIONS

YES/NO

APPENDIX 2

PLAN

<u>Drawing Number</u>	0419-SEW-ZZ-ZZ-DR-A-000003 P2
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*See
Annotations
Plan A*

*Annotations
Plan A*

Existing Location Plan



2 Newhouse Yard
London, EC1V 4JP
020 7244 1750
www.studioeastwest.com

For Planning

Project No. 0419

Project Name

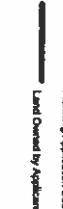
Hayes Park

Drawing Title

Drawing Number	Rev.
P2	12/05/23
Pl	For Planning
Rev. Date	Reason

Notes

1. The proposed scheme details. This drawing is for the purposes of planning application only and is not to be relied upon for construction purposes. It is the responsibility of the applicant to check the drawing for any errors or omissions and to liaise with the contractor and architect to make any necessary changes to the scheme. It is the responsibility of the contractor to ensure that the scheme is carried out in accordance with the drawing.



General Notes

2. The proposed scheme details. This drawing is for the purposes of planning application only and is not to be relied upon for construction purposes. It is the responsibility of the applicant to check the drawing for any errors or omissions and to liaise with the contractor and architect to make any necessary changes to the scheme. It is the responsibility of the contractor to ensure that the scheme is carried out in accordance with the drawing.

3. The proposed scheme details. This drawing is for the purposes of planning application only and is not to be relied upon for construction purposes. It is the responsibility of the applicant to check the drawing for any errors or omissions and to liaise with the contractor and architect to make any necessary changes to the scheme. It is the responsibility of the contractor to ensure that the scheme is carried out in accordance with the drawing.

APPENDIX 3

DRAFT PLANNING PERMISSION

DRAFT

Mr Finn O'Donoghue
Iceni Projects
Iceni Projects
Da Vinci House
44 Saffron Hill
London
EC1N 8FH

Application Ref: 12853/APP/2023/1492

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:

Change of use of the existing buildings to provide new homes (Use Class C3), together with internal and external works to the buildings, landscaping, car and cycle parking, and other associated works.

Location of development: Hayes Park Central And South, Hayes Park Hayes End Road Hayes

Date of application: 20th June 2023

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: 12853/APP/2023/1492

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:-

Location Plan:

0419-SEW-ZZ-ZZ-DR-A-000003 Rev. P2

Floor Plans and Roof Plans:

0419-SEW-HC-B1-DR-A-001110 Rev. P1;
0419-SEW-HC-00-DR-A-001111 Rev. P3;
0419-SEW-HC-01-DR-A-001112 Rev. P3;
0419-SEW-HC-02-DR-A-001113 Rev. P3;
0419-SEW-HC-RF-DR-A-001114 Rev. P1;
0419-SEW-HS-00-DR-A-001116 Rev. P3;
0419-SEW-HS-01-DR-A-001117 Rev. P3;
0419-SEW-HS-02-DR-A-001118 Rev. P3;
0419-SEW-HS-RF-DR-A-001119 Rev. P1;

Elevations:

0419-SEW-HC-ZZ-DR-A-001200 Rev. P1;
0419-SEW-HC-ZZ-DR-A-001201 Rev. P1;
0419-SEW-HC-ZZ-DR-A-001202 Rev. P1;
0419-SEW-HC-ZZ-DR-A-001203 Rev. P1;
0419-SEW-HS-ZZ-DR-A-001204 Rev. P1;
0419-SEW-HS-ZZ-DR-A-001205 Rev. P1;
0419-SEW-HS-ZZ-DR-A-001207 Rev. P1;
0419-SEW-HC-ZZ-DR-A-001301 Rev. P1;
0419-SEW-HC-ZZ-DR-A-001302 Rev. P1;
0419-SEW-HC-ZZ-DR-A-001303 Rev. P1;
0419-SEW-HC-ZZ-DR-A-001304 Rev. P1;
0419-SEW-HS-ZZ-DR-A-001305 Rev. P1;
0419-SEW-HS-ZZ-DR-A-001306 Rev. P1;
0419-SEW-HS-ZZ-DR-A-001307 Rev. P1;
0419-SEW-HS-ZZ-DR-A-001308 Rev. P1;
0419-SEW-HC-00-DR-A-253200 Rev. P1;
0419-SEW-HC-00-DR-A-253205 Rev. P1;
0419-SEW-HC-01-DR-A-253210 Rev. P1;

0419-SEW-HC-01-DR-A-253215 Rev. P2;
0419-SEW-HC-01-DR-A-253216 Rev. P2;
0419-SEW-HC-01-DR-A-253217 Rev. P1;
0419-SEW-HS-00-DR-A-253220 Rev. P1;
0419-SEW-HS-00-DR-A-253225 Rev. P2;
0419-SEW-ZZ-ZZ-DR-A-253230 Rev. P1;

Landscape Plans:

0419-SEW-ZZ-00-DR-L-001000 Rev. P2;
0419-SEW-ZZ-00-DR-L-001001 Rev. P2;
0419-SEW-ZZ-00-DR-L-001002 Rev. P2;
0419-SEW-ZZ-00-DR-L-001003 Rev. P2;
0419-SEW-ZZ-00-DR-L-001004 Rev. P2;
0419-SEW-ZZ-00-DR-L-001005 Rev. P2;
0419-SEW-ZZ-00-DR-L-001006 Rev. P2; and
0419-SEW-ZZ-ZZ-DR-L-001100 Rev. P1.

Thereafter the development hereby permitted shall be retained/maintained for as long as the development remains in existence.

REASON

To ensure the development complies with the provisions Hillingdon Local Plan Parts 1 (November 2012) and 2 (January 2020) and the London Plan (2021).

3 The development hereby permitted shall be completed in accordance with the specified supporting plans and/or documents:

157-60 Glazing Investigation (Dated January 2023);
Pre-Renovation Audit (Dated March 2023);
Heritage and Visual Impact Assessment (Dated May 2023);
PP2012/HP/AQA/202309-EC Air Quality Assessment (Dated September 2023);
PP2012/HP/AQDMP/202309-EC Air Quality and Dust Management Plan (Dated September 2023);
Sustainability Statement (Dated May 2023);
P308SK001 Preliminary External Lighting Overview;
Whole Life Carbon Assessment (Dated 2023);
Utilities Statement (Dated May 2023);
Circular Economy Statement (Dated May 2023);
P450887-WW-XX-XX-RP-C-0002 Rev. P5 Drainage Assessment and Strategy Report (Dated 15th November 2023);
P450887-WW-XX-RF-DR-C-1001 Rev. P4 Proposed Drainage Layout;
P450887-WW-XX-RF-DR-C-1003 Rev. P1 Exceedance Plan;
P450887-WW-XX-XX-RP-C-0001 Rev. P4 Flood Risk Assessment (Dated September 2023);
Daylight and Sunlight Report (Dated May 2023);
Design and Access Statement (Dated May 2023);
Transport Assessment (Dated May 2023);
Bat Survey Report (Dated May 2023);
Biodiversity Impact Assessment (Dated May 2023);
1854-KC-XX-YTREE-TPP01 Rev. 0 Tree Protection Plan;
Arboriculture Impact Assessment (Dated May 2023);
Fire Statement (Dated May 2023);
Noise Assessment (Dated May 2023);
Vibration Assessment (Dated May 2023);
Phase 1 Environmental Report (Dated May 2023);
Preliminary Ecological Appraisal (Dated May 2023);

Energy Strategy - Refurbished Residential (Dated May 2023);
Energy Strategy - Operational Energy Analysis (Dated May 2023);
Site Waste Management Plan (Dated May 2023); and
Refuse and Recycling Strategy (Dated May 2023).

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 Hillingdon Local Plan Parts 1 (November 2012) and 2 (January 2020) and the London Plan (2021).

- 4
 - (i) The dwellings hereby approved shall ensure that 7 units (5.6%) are constructed to meet the standards for a Category 2 M4(1) visitable 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.
 - (ii) The dwellings hereby approved shall ensure that 101 units (81.5%) are constructed to meet the standards for a Category 2 M4(2) accessible and adaptable 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.
 - (iii) The dwellings hereby approved shall ensure that 16 units (12.9%) are constructed to meet the standards for a Category 2 M4(3) wheelchair user 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 sufficient housing stock is provided, in accordance with Policy DMHB 16 of the Hillingdon Local Plan: Part 2 (2020) and Policies D5 and D7 of the London Plan (2021).

- 5 For the lifetime of the development hereby permitted the noise level shall not exceed 35 dB LAeq 16 hrs between 0700 and 2300 and 30 dB LAeq 8 hrs, between 2300 and 0700, measured inside any room of any permitted dwelling whilst achieving acceptable internal living conditions with respect to ventilation and temperature. This has regard to the guidance set out in 'Guidance on Sound Insulation and Noise Reduction for Buildings' British Standard Institution BS8233: 2014.'

REASON

To ensure a satisfactory living environment is achieved, in accordance with Policy DMHB 11 of the Hillingdon Local Plan: Part 2 (2020) and Policy D14 of the London Plan (2021).

- 6 The development hereby approved shall connect to a district heating network should one become available in future and should it be viable to do so.

REASON

To ensure compliance with Policy SI 3 of the London Plan (2021).

- 7 The development hereby approved shall ensure that sufficient ducting space for full fibre connectivity infrastructure is provided.

REASON

To ensure compliance with Policy SI 6 of the London Plan (2021).

- 8 All Non-Road Mobile Machinery (NRMM) of net power of 37kW and up to and including 560kW used during the course of the demolition, site preparation and construction phases shall comply with the emission standards set out in chapter 7 of the GLA's supplementary planning guidance "Control of Dust and Emissions During Construction and Demolition" dated July 2014 (SPG), or subsequent guidance. Unless it complies with the standards set out in the SPG, no NRMM shall be on site, at any time,

whether in use or not, without the prior written consent of the local planning authority. The developer shall keep an up to date list of all NRMM used during the demolition, site preparation and construction phases of the development on the online register at <https://nrmm.london/>."

REASON

To comply with the London's Low Emission Zone for non-road mobile machinery as per requirements of the London Environment Strategy, in accordance with Policy EM8 of the Hillingdon Local Plan: Part 1 (2012), Policy DME1 14 of the Hillingdon Local Plan: Part 2 (2020), Policy SI 1 of the London Plan (2021) and Paragraphs 180(e) and 192 of the National Planning Policy Framework (2023).

9 The development hereby approved shall incorporate measures to minimise the use of mains water in line with the Optional Requirement of the Building Regulations, achieving mains water consumption of 105 litres or less per head per day (excluding allowance of up to five litres for external water consumption). Measures shall include smart metering, water saving and recycling measures, including retrofitting, to help to achieve lower water consumption rates and to maximise future-proofing.

REASON

In order to minimise the use of mains water, water supplies and resources should be protected and conserved in a sustainable manner, in compliance with Policy SI 5 of the London Plan (2021).

10 Prior to the commencement of works on site, a Construction Management and Logistics Plan shall be submitted to and approved in writing by the Local Planning Authority (in consultation with the Ministry of Defence). This plan shall detail:

- i. The phasing of the works;
- ii. The hours of work;
- iii. On-site plant and equipment;
- iv. Measures to mitigate noise and vibration;
- v. Measures to mitigate impact on air quality;
- vi. Waste management;
- vii. Site transportation and traffic management, including:
 - (a) HGV Routing enforcement;
 - (b) Signage;
 - (c) Vehicle types and sizes;
 - (d) Hours of arrivals and departures of staff and deliveries (avoiding peaks);
 - (e) Frequency of visits;
 - (f) Parking of site operative vehicles;
 - (g) On-site loading/unloading and wheel washing arrangements
 - (h) Use of an onsite banksman (if applicable)
 - (i) Use of consolidation centres to reduce HGV movements.
 - (j) Achieve FORS Gold standard and 5* Direct Vision Standard.
 - (k) Encourage use of active travel.
- viii. The arrangement for monitoring and responding to complaints relating to demolition and construction;
- ix. Details of cranes and other tall construction equipment (including the details of obstacle lighting);
- x. Measures to avoid and mitigate impacts to the Hayes Shrub Site of Importance for Nature Conservation.

This plan should accord with Transport for London's Construction Logistic Planning Guidance and the GLA's 'The Control of Dust and Emissions during Construction and Demolition' Supplementary Planning Guidance (July 2014) (or any successor document). It shall cover the entirety of the application site and any adjoining land which will be used during the construction period. It shall include the details of cranes and any other tall construction equipment (including the details of obstacle lighting).

The construction works shall be carried out in strict accordance with the approved plan.

REASON

To safeguard the amenity of surrounding areas and to ensure that the construction works include appropriate efficiency and sustainability measures so as not to compromise the safe and efficient operation of the local highway network and local air quality, in accordance with Policies DMT 1, DMT 2 and DMEI 14 of the Hillingdon Local Plan: Part 2 (2020) and Policies D14, SI 1, T4 and T7 of the London Plan (2021). Also, 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 accordance with Policy DMAV 1 of the Hillingdon Local Plan: Part 2 (2020).

11 (i) The development hereby permitted (excluding demolition, site clearance and supplementary ground investigation works e.g. beneath demolished buildings) shall not commence until a scheme to address unacceptable contamination, in accordance with the Environment Agency's guidance "Land contamination risk management" (LCRM), has been submitted to and approved by the Local Planning Authority (LPA). All works which form part of an approved remediation scheme shall be completed before any part of the development is occupied or brought into use unless the Local Planning Authority dispenses with any such requirement specifically and in writing. The scheme shall include the following measures unless the LPA dispenses with any such requirement specifically and in writing:

a) A detailed remediation strategy, to also include how completion of the remedial works will be verified, along with the details of a watching brief to address undiscovered contamination, shall be agreed in writing with the LPA. No deviation shall be made from this scheme without the express agreement of the LPA prior to its implementation.

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

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

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

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 Hillingdon Local Plan: Part 2 (January 2020) Policies - DMEI 11: Protection of Ground Water Resources and DMEI 12: Development of Land Affected by Contamination.

12 Prior to commencement of the development, details and samples of materials shall be submitted to and approved in writing by the Local Planning Authority, in consultation with Historic England. This shall include:

(i) Details and samples of all new external materials (including the reflecting pool, floor finishes, floor slabs, drainage goods, roof finishes, roof lights, vents, lift overruns, access hatches, capping etc);

(ii) Detailed drawings of fenestration and doors, including profiles of all new windows, external doors,

together with information on materials, glazing (including obscure glazing) and finishes;

(iii) Detailed drawing including new doors together with materials and finish;

(iv) Details of new joinery, including internal doors, architraves, skirting and staircase details to communal areas;

(v) Details of fire and sound proofing works/upgrading;

(vi) Comprehensive colour scheme for all built details; and

(vii) Full-scale mock up of the external curtain wall glazing and balconies (including balustrades).

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

REASON

To safeguard the special architectural and/or historic interest of the listed building, in accordance to Policy HE1 of Hillingdon's Local Plan: Part 1 (2012), Policies DMHB 1, DMHB 2 and DMHB 11 of the Hillingdon's Local Plan: Part 2 (2020), Policy HC1 of the London Plan (2021) and the Planning (Listed Buildings and Conservation Areas) Act 1990.

13 Prior to the completion of works to the buildings, 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) with at least 25 no. new trees to be planted, including pollution absorbing species

1.b Written specification of planting and cultivation works to be undertaken,

1.c Schedule of plants giving species, plant sizes, and proposed numbers/densities where appropriate

2. Details of Hard Landscaping

2.a Refuse Storage

2.b Cycle Storage (showing provision for 203 no. long-stay secure and covered spaces and 4 no. short-stay spaces, including access provisions, in accordance with London Cycling Design Standards)

2.c Full details of the means of enclosure and boundary treatments, including product details with materials and finish

2.d Car Parking Layouts:

- 124 no. car parking spaces total, including:

- 25 no. car parking spaces are served by active charging infrastructure and 99 no. car parking spaces served by passive electric vehicle charging infrastructure;

- 15 no. car parking spaces will be designated disabled persons parking bays.

2.e Hard Surfacing Materials (including the external areas and amenity areas which would be accessible to older and disabled people, including wheelchair users)

2.f External Lighting

2.g Other structures (including the access gate(s), play space and the exercise & trim trail space, alongside accessible and inclusive equipment provisions (i.e. sensory impairment and complex multiple disabilities)).

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

6. Confirmation of the final Urban Greening Factor score

The works shall be completed prior to occupation of any buildings.

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 DMHB 11, DMHB 12, DMHB 14, DMT 2, DMT 6 and DMEI 1 of the Hillingdon Local Plan: Part 2 (2020) and Policies G1, G5, T5, T6, T6.2 and T7 of the London Plan (2021).

14 Prior to the completion of works to the buildings, a scheme for the management and enhancement of ecology shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall set out how the development will contribute positively to ecological value through the use of features and measures within the landscaping (i.e. nectar rich and diverse planting including living walls and/or roofs) and the fabric of the new built form (i.e. bat and bird boxes). The scheme shall include a plan with the features annotated and the development must be built and operated in accordance with the approved scheme.

REASON

To ensure the development contributes positively to the ecological value of the area in accordance with Policy EM7 of the Hillingdon Local Plan: Part 1 (2012), Policy DMEI 7 of the Hillingdon Local Plan: Parts 2 (2020) and Policies G6 and G7 of the London Plan (2021).

15 Prior to commencement of development above ground level, a Bird Hazard Management Plan (BHMP) shall be submitted to and approved in writing by the Local Planning Authority in consultation with the Ministry of Defence (MOD). The Bird Hazard Management Plan should contain, but not be limited to:

- a. An assessment of the various bird species found in the vicinity of the site, to include species data and numbers;
- b. Details of layout of the solar panels, and roof proofing measures designed to prevent access to, and successful breeding by, large gulls, Feral Pigeons and any other identified problematic species on the roof spaces and on, under or around the PV panels; and
- c. Schedule for inspection of the roof spaces by a suitably qualified individual (to include details of roof access), details of the methods used to disturb/disperse birds, and a method statement for recording the results of the disturbance/dispersal activity.

The development shall be carried out and managed strictly in accordance with the details agreed and there shall be no variation without the express written consent of the Local Planning Authority in consultation with MOD.

REASON

To limit the potential of the site to attract and support populations of those bird species that may cause detriment to aviation safety, in accordance with Policy DMAV 1 of the Hillingdon Local Plan: Part 2 (2020).

16 Prior to commencement of development, the final Overheating Strategy shall be submitted to and approved in writing by the Local Planning Authority. The submission shall demonstrate how the development will reduce the potential for internal overheating and reliance on air conditioning systems in accordance with the following cooling hierarchy:

- 1) reduce the amount of heat entering a building through orientation, shading, high albedo materials,

fenestration, insulation and the provision of green infrastructure;

- 2) minimise internal heat generation through energy efficient design;
- 3) manage the heat within the building through exposed internal thermal mass and high ceilings;
- 4) provide passive ventilation;
- 5) provide mechanical ventilation; and
- 6) provide active cooling systems.

The approved details shall thereafter be implemented and retained for the lifetime of the development.

REASON

To demonstrate that the final strategy will reduce the potential for internal overheating and reliance on air conditioning systems in accordance with the cooling hierarchy and Policy SI 4 if the London Plan (2021).

17 Prior to commencement of groundworks (excluding site investigations and demolition), a final detailed drainage design shall be submitted to and approved in writing by the Local Planning Authority. This shall include drawings and supporting calculations, in accordance with document reference "P450887-WW-XX-XX-RP-C-0002 Rev. P5 Drainage Assessment and Strategy Report (Dated 15th November 2023)" and associated drawings. A detailed management plan confirming routine maintenance tasks for all drainage components must also be submitted to demonstrate how the drainage system is to be maintained for the lifetime of the development.

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

REASON

To ensure that surface water run off is controlled and to ensure the development does not increase flood risk, in compliance with Policy EM6 of the Hillingdon Local Plan: Part 1 (2012), Policy DMEI 9 and DMEI 10 of the Hillingdon Local Plan: Part 2 (2020), Policy SI 12 and SI 13 of the London Plan (2021), the National Planning Policy Framework (2023), and Planning Practice Guidance (Flood Risk and Coastal Change March 2014).

18 Prior to the first occupation of the development, evidence (photographs and installation contracts) shall be submitted to demonstrate that the sustainable drainage scheme for the site has been completed in accordance with the submitted details. The sustainable drainage scheme shall be managed and maintained thereafter in accordance with the agreed management and maintenance plan for all of the proposed drainage components.

REASON

To ensure that surface water run off is controlled and to ensure the development does not increase flood risk, in compliance with Policy EM6 of the Hillingdon Local Plan: Part 1 (2012), Policy DMEI 9 and DMEI 10 of the Hillingdon Local Plan: Part 2 (2020), Policy SI 12 and SI 13 of the London Plan (2021), the National Planning Policy Framework (2023), and Planning Practice Guidance (Flood Risk and Coastal Change March 2014).

19 Prior to first occupation of the development, a detailed energy monitoring, recording and reporting plan shall be submitted to and approved in writing by the Local Planning Authority. The plan shall accord with the requirements of the London Plan (policy SI2) and the GLA Energy Assessment Guidance (April 2020 or as amended) and demonstrate that the development will secure the 85.8% saving in CO2 emissions from the regulated energy load in accordance with the approved energy strategy.

The development must proceed in accordance with the approved reporting structure and where there is a failure to achieve the carbon savings as set out in the energy strategy, the quantum (tCO2) shall be treated as part of the shortfall and shall result in a cash in lieu contribution in accordance with the formula set out in the S106.

REASON

To ensure the development's onsite carbon savings from regulated energy demand is achieved in perpetuity (i.e. annually over 30 years) in accordance with the Policy SI2 of the London Plan (2021).

20 Prior to the first occupation of the development, a Parking Design and Management Plan shall be submitted to and approved in writing by the Local Planning Authority. This shall detail car parking provision, indicating how the car parking will be designed and managed, with reference to Transport for London guidance on parking management and parking design. This should ensure that parking spaces are allocated appropriately, are leased, are not sold and that the multi storey parking spaces (outside of the site boundary) are not accessible or used by future occupiers.

The Parking Management Plan shall be implemented as approved and shall remain in force for the life of the development.

REASON

To allow sufficient space for all vehicles to access the application site and neighbouring sites, and to safeguard the safety of highway users, in accordance with Policies DMT 1 and DMT 2 of the Hillingdon Local Plan: Part 2 (2020) and Policies T4 and T6 of the London Plan (2021).

21 Prior to first occupation of residential units, a scheme to ensure that the approved balconies are not used as storage for clutter shall be submitted to and approved in writing by the Local Planning Authority. Thereafter, the development shall be occupied in accordance with the approved details.

REASON

To safeguard the special architectural and/or historic interest of the Grade II* Listed Buildings, in accordance with Policies DMHB 1 and DMHB 2 of the Hillingdon Local Plan: Part 2 (2020).

22 Prior to first occupation of the dwellings hereby approved, full details of the privacy screening required to safeguard the amenity of residential properties located around the central courtyards of Hayes Park Central and South, shall be submitted to and approved in writing by the Local Planning Authority.

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

REASON

To safeguard the amenity of future occupiers, in accordance with Policy DMHB 11 of the Hillingdon Local Plan: Part 2 (2020).

23 Prior to the first occupation of the development, details of a final Delivery and Servicing Plan shall be submitted to and approved in writing by the Local Planning Authority. This should accord with Transport for London's Delivery and Servicing Plan Guidance.

Thereafter the development shall be operated in full accordance with the approved details.

REASON

To ensure appropriate servicing of the site, to safeguard highway safety and to safeguard the free flow of traffic, in accordance with Policies DMT 1 and DMT 2 of the Hillingdon Local Plan: Part 2 (2020) and Policy T7 of the London Plan (2021).

24 Prior to the first occupation of the development, the final comprehensive Fire Strategy shall be submitted to and approved in writing by the Local Planning Authority. This should be accompanied by the Building Control Decision Notice or equivalent.

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

REASON

To ensure the safety of all building users in accordance with Policy D12 of the London Plan (2021).

25 The building(s) 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 building 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 excising 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 ensure the development provides a safe and secure environment in accordance with Policy DMHB 15 of the Hillingdon Local Plan: Part 2 (2020) and Policy D11 of the London Plan (2021).

26 Prior to the first occupation of the development, a Low Emission Strategy (LES) shall be submitted to and approved in writing by the Local Planning Authority. The LES shall detail but be not restricted to:

1) a clear and effective strategy to encourage users of development to:-

- a) use public transport;
- b) cycle / walk to work where practicable;
- c) enter car share schemes;
- d) purchase and drive to work zero emission vehicles.

2) Install EV fast charging points to promote the use of zero emission vehicles to serve the residential area.

The measures in the agreed scheme shall be maintained throughout the life of the development.

REASON

As the application site is within an Air Quality Management Area and within close proximity to the Uxbridge Road Air Quality Focus Area, and to reduce the impact on air quality in accordance with Policy EM8 of the Local Plan: Part 1 (2012), Policy DME1 14 of the Hillingdon Local Plan: Part 2 (2020), Policies SI 1 and T4 of the London Plan (2021) and Paragraphs 180(e) and 192 of the National Planning Policy Framework (2023).

27 Prior to first occupation of the development, a post-construction monitoring report should be completed in line with the Greater London Authority's (GLA) Circular Economy Statement Guidance.

The post-construction monitoring report shall be submitted to the GLA, currently via email at: circulareconomystatements@london.gov.uk, along with any supporting evidence as per the guidance.

Confirmation of submission to the GLA shall be submitted to, and approved in writing by, the Local Planning Authority, prior to first occupation of the development.

REASON

In the interests of sustainable waste management and in order to maximise the re-use of materials, in accordance with Policy SI 7 of the London Plan (2021).

28 Prior to the first occupation of the development the post-construction tab of the Greater London Authority's (GLA) Whole Life-Cycle Carbon Assessment template should be completed in line with the GLA's Whole Life-Cycle Carbon Assessment Guidance.

The post-construction assessment should be submitted to the GLA at: ZeroCarbonPlanning@london.gov.uk, along with any supporting evidence as per the guidance.

Confirmation of submission to the GLA shall be submitted to, and approved in writing by, the Local

Planning Authority, prior to first occupation of the development.

REASON

In the interests of sustainable development and to maximise on-site carbon dioxide savings, in accordance with Policy SI 2 of the London Plan (2021).

29 Trees, hedges and shrubs shown to be retained on the approved plans 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 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 DMHB 14 of the Hillingdon Local Plan Part 2 (2020) and to comply with Section 197 of the Town and Country Planning Act 1990.

30 The development shall not be occupied until confirmation has been submitted to and approved in writing by the Local Planning Authority that either: -

1. All surface water network upgrades required to accommodate the additional flows from the development have been completed; or-
2. A development and infrastructure phasing plan has been agreed with the Local Planning Authority in consultation with Thames Water to allow development to be occupied. Where a development and infrastructure phasing plan is agreed, no occupation shall take place other than in accordance with the agreed development and infrastructure phasing plan.

REASON

To ensure that adequate wastewater infrastructure capacity is provided in compliance with Policy SI 5 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 You are advised that this permission has been granted subject to a legal agreement under Section 106 of the Town and Country Planning Act 1990.
- 4 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.

- 5 The Equality Act 2010 seeks to protect people accessing goods, facilities and services from discrimination on the basis of a 'protected characteristic', which includes those with a disability. As part of the Act, service providers are obliged to improve access to and within the structure of their building, particularly in situations where reasonable adjustment can be incorporated with relative ease. The Act states that service providers should think ahead to take steps to address barriers that impede disabled people.
- 6 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.

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 (2021) and national guidance.

Part 1 Policies

- PT1.BE1 (2012) Built Environment
- PT1.HE1 (2012) Heritage
- PT1.H2 (2012) Affordable Housing
- PT1.E7 (2012) Raising Skills
- PT1.EM11 (2012) Sustainable Waste Management
- PT1.EM2 (2012) Green Belt, Metropolitan Open Land and Green Chains
- 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

- DMHB 1 Heritage Assets
- DMHB 2 Listed Buildings
- DMHB 11 Design of New Development
- DMHB 14 Trees and Landscaping
- DMH 2 Housing Mix
- DMH 7 Provision of Affordable Housing
- DMAV 1 Safe Operation of Airports
- DMCI 3 Public Open Space Provision
- DMCI 4 Open Spaces in New Development
- DMCI 5 Childrens Play Area
- DMCI 7 Planning Obligations and Community Infrastructure Levy
- DME 2 Employment Uses Outside of Designated Sites
- DME 3 Office Development
- DMEI 1 Living Walls and Roofs and Onsite Vegetation

- DMEI 10 Water Management, Efficiency and Quality
- DMEI 11 Protection of Ground Water Resources
- DMEI 12 Development of Land Affected by Contamination
- DMEI 14 Air Quality
- DMEI 2 Reducing Carbon Emissions
- DMEI 4 Development on the Green Belt or Metropolitan Open Land
- DMEI 7 Biodiversity Protection and Enhancement
- DMEI 9 Management of Flood Risk
- DMH 3 Office Conversions
- DMHB 15 Planning for Safer Places
- DMHB 16 Housing Standards
- DMHB 17 Residential Density
- DMHB 18 Private Outdoor Amenity Space
- DMHB 19 Play Space
- DMHB 7 Archaeological Priority Areas and archaeological Priority Zones
- DMT 1 Managing Transport Impacts
- DMT 2 Highways Impacts
- DMT 5 Pedestrians and Cyclists
- DMT 6 Vehicle Parking
- LPP D1 (2021) London's form, character and capacity for growth
- LPP D11 (2021) Safety, security and resilience to emergency
- LPP D12 (2021) Fire safety
- LPP D13 (2021) Agent of change
- LPP D14 (2021) Noise
- LPP D3 (2021) Optimising site capacity through the design-led approach
- LPP D4 (2021) Delivering good design
- LPP D5 (2021) Inclusive design
- LPP D6 (2021) Housing quality and standards

LPP D7 (2021) Accessible housing

LPP D8 (2021) Public realm

LPP DF1 (2021) Delivery of the Plan and Planning Obligations

LPP E1 (2021) Offices

LPP G1 (2021) Green infrastructure

LPP G2 (2021) London's Green Belt

LPP G4 (2021) Open space

LPP G5 (2021) Urban greening

LPP G6 (2021) Biodiversity and access to nature

LPP G7 (2021) Trees and woodlands

LPP GG1 (2021) Building strong and inclusive communities

LPP GG4 (2021) Delivering the homes Londoners needs

LPP H1 (2021) Increasing housing supply

LPP M1 (2021) Monitoring

LPP SI1 (2021) Improving air quality

LPP SI12 (2021) Flood risk management

LPP SI13 (2021) Sustainable drainage

LPP SI2 (2021) Minimising greenhouse gas emissions

LPP SI3 (2021) Energy infrastructure

LPP SI4 (2021) Managing heat risk

LPP SI5 (2021) Water infrastructure

LPP SI6 (2021) Digital connectivity infrastructure

LPP SI7 (2021) Reducing waste and supporting the circular economy

LPP T1 (2021) Strategic approach to transport

LPP T2 (2021) Healthy Streets

LPP T3 (2021) Transport capacity, connectivity and safeguarding

LPP T4 (2021) Assessing and mitigating transport impacts

LPP T5 (2021) Cycling

LPP T6 (2021) Car parking

LPP T6.1 (2021) Residential parking

LPP T7 (2021) Deliveries, servicing and construction

NPPF11 NPPF 2021 - Making effective use of land

NPPF14 NPPF 2021 - Meeting the challenge of climate change flooding

NPPF15 NPPF 2021 - Conserving and enhancing the natural environment

NPPF8 NPPF 2021 - Promoting healthy and safe communities

NPPF9 NPPF 2021 - Promoting sustainable transport

LPP H4 (2021) Delivering affordable housing

LPP H5 (2021) Threshold approach to applications

LPP H6 (2021) Affordable housing tenure

LPP H10 (2021) Housing size mix

LPP HC1 (2021) Heritage conservation and growth

NPPF2 NPPF 2021 - Achieving sustainable development

NPPF4 NPPF 2021 - Decision-Making

NPPF5 NPPF 2021 - Delivering a sufficient supply of homes

NPPF12 NPPF 2021 - Achieving well-designed places

NPPF13 NPPF 2021 - Protecting Green Belt Land

NPPF16 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: 12853/APP/2023/1492

SCHEDULE OF PLANS

0419-SEW-ZZ-00-DR-L-001005 Rev. P2 - received 04 Dec 2023

0419-SEW-ZZ-00-DR-L-001006 Rev. P2 - received 04 Dec 2023

Planning Responses (Dated 21st November 2023) - received 04 Dec 2023

0419-SEW-HS-ZZ-DR-A-001306 Rev. P1 - received 22 May 2023

0419-SEW-HC-01-DR-A-253210 Rev. P1 - received 22 May 2023

0419-SEW-HC-01-DR-A-253217 Rev. P1 - received 22 May 2023

0419-SEW-HC-ZZ-DR-A-001202 Rev. P1 - received 22 May 2023

0419-SEW-HC-ZZ-DR-A-001203 Rev. P1 - received 22 May 2023

0419-SEW-HS-00-DR-A-253220 Rev. P1 - received 22 May 2023

0419-SEW-ZZ-ZZ-DR-A-253230 Rev. P1 - received 22 May 2023

0419-SEW-ZZ-ZZ-DR-L-001100 Rev. P1 - received 22 May 2023

Area Schedule Rev. P1 (Dated 12th May 2023) - received 22 May 2023

Financial Viability Assessment (Dated May 2023) - received 20 Jun 2023

Statement Of Community Engagement (Dated May 2023) - received 22 May 2023

Planning Statement (Dated May 2023) - received 20 Jun 2023

Daylight and Sunlight Report (Dated May 2023) - received 20 Jun 2023

Fire Statement (Dated May 2023) - received 20 Jun 2023

Arboriculture Impact Assessment (Dated May 2023) - received 20 Jun 2023

Heritage and Visual Impact Assessment (Dated May 2023) - received 20 Jun 2023

Bat Survey Report (Dated May 2023) - received 20 Jun 2023

Biodiversity Impact Assessment (Dated May 2023) - received 20 Jun 2023

0419-SEW-HC-ZZ-DR-A-001302 Rev. P1 - received 22 May 2023

0419-SEW-HC-ZZ-DR-A-001303 Rev. P1 - received 22 May 2023

0419-SEW-HS-ZZ-DR-A-001305 Rev. P1 - received 22 May 2023

0419-SEW-HS-ZZ-DR-A-001307 Rev. P1 - received 22 May 2023

0419-SEW-HC-ZZ-DR-A-001304 Rev. P1 - received 22 May 2023

0419-SEW-HS-ZZ-DR-A-001308 Rev. P1 - received 22 May 2023

0419-SEW-HC-RF-DR-A-001114 Rev. P1 - received 22 May 2023

0419-SEW-HS-RF-DR-A-001119 Rev. P1 - received 22 May 2023

0419-SEW-HC-00-DR-A-253200 Rev. P1 - received 22 May 2023

0419-SEW-HC-00-DR-A-253205 Rev. P1 - received 22 May 2023

1854-KC-XX-YTREE-TPP01 Rev. 0 Tree Protection Plan - received 20 Jun 2023
Preliminary Ecological Appraisal (Dated May 2023) - received 20 Jun 2023
Air Quality Assessment (Dated May 2023) - received 20 Jun 2023
Phase 1 Environmental Report (Dated May 2023) - received 20 Jun 2023
Design and Access Statement (Dated May 2023) - received 20 Jun 2023
0419-SEW-ZZ-ZZ-DR-A-000001 Rev. P1 - received 22 May 2023
0419-SEW-HPC-ZZ-DR-A-000033 Rev. P1 - received 22 May 2023
0419-SEW-HC-B1-DR-A-001110 Rev. P1 - received 22 May 2023
0419-SEW-HPC-00-DR-A-000011 Rev. P1 - received 22 May 2023
0419-SEW-HPC-01-DR-A-000012 Rev. P1 - received 22 May 2023
0419-SEW-HPC-02-DR-A-000013 Rev. P1 - received 22 May 2023
0419-SEW- HPS-00-DR-A-000016 Rev. P1 - received 22 May 2023
0419-SEW-HPS-01-DR-A-000017 Rev. P1 - received 22 May 2023
0419-SEW-HPS-02-DR-A-000018 Rev. P1 - received 22 May 2023
0419-SEW-HPS-03-DR-A-000019 Rev. P1 - received 22 May 2023
0419-SEW-HPS-B1-DR-A-000015 Rev. P1 - received 22 May 2023
Noise Assessment (Dated May 2023) - received 20 Jun 2023
0419-SEW-HPC-ZZ-DR-A-000031 Rev. P1 - received 22 May 2023
0419-SEW-HPS-ZZ-DR-A-000035 Rev. P1 - received 22 May 2023
0419-SEW-HPC-ZZ-DR-A-000030 Rev. P1 - received 22 May 2023
0419-SEW-HPC-ZZ-DR-A-000032 Rev. P1 - received 22 May 2023
0419-SEW-HPS-ZZ-DR-A-000034 Rev. P1 - received 22 May 2023
0419-SEW-HPS-ZZ-DR-A-000036 Rev. P1 - received 22 May 2023
0419-SEW-HPS-ZZ-DR-A-000037 Rev. P1 - received 22 May 2023
0419-SEW-HPC-03-DR-A-000014 Rev. P1 - received 22 May 2023
0419-SEW-HPC-B1-DR-A-000010 Rev. P1 - received 22 May 2023
0419-SEW-HPC-ZZ-DR-A-000020 Rev. P1 - received 22 May 2023
0419-SEW-HPC-ZZ-DR-A-000021 Rev. P1 - received 22 May 2023
0419-SEW-HPS-ZZ-DR-A-000022 Rev. P1 - received 22 May 2023
0419-SEW-HPS-ZZ-DR-A-000023 Rev. P1 - received 22 May 2023
0419-SEW-HC-ZZ-DR-A-001200 Rev. P1 - received 22 May 2023
0419-SEW-HC-ZZ-DR-A-001201 Rev. P1 - received 22 May 2023
0419-SEW-HC-ZZ-DR-A-001301 Rev. P1 - received 22 May 2023
0419-SEW-HS-ZZ-DR-A-001204 Rev. P1 - received 22 May 2023
0419-SEW-HS-ZZ-DR-A-001205 Rev. P1 - received 22 May 2023

0419-SEW-HS-ZZ-DR-A-001206 Rev. P1 - received 22 May 2023

0419-SEW-HS-ZZ-DR-A-001207 Rev. P1 - received 22 May 2023

Cover Letter (Dated 16th May 2023) - received 22 May 2023

P450887-WW-XX-XX-RP-C-0002 Rev. P5 Drainage Assessment and Strategy Report (Dated 15th November 2023) - received 20 Nov 2023

P0308EXT001 Rev. B - received 20 Jun 2023

0419-SEW-ZZ-00-DR-L-001001 Rev. P2 - received 29 Sep 2023

0419-SEW-ZZ-00-DR-L-001002 Rev. P2 - received 29 Sep 2023

0419-SEW-ZZ-00-DR-L-001003 Rev. P2 - received 29 Sep 2023

0419-SEW-ZZ-00-DR-L-001004 Rev. P2 - received 29 Sep 2023

Planning, LSH, HE, & GLA Responses Rev. 1 (Dated 22nd September 2023) - received 29 Sep 2023

157-60 Glazing Investigation (Dated January 2023) - received 29 Sep 2023

Response to Consultation Feedback (Dated 29th September 2023) - received 29 Sep 2023

PP2012/HP/AQA/202309-EC Air Quality Assessment (Dated September 2023) - received 29 Sep 2023

Vibration Assessment (Dated May 2023) - received 20 Jun 2023

Strategic Economic Case Report (Dated May 2023) - received 20 Jun 2023

Housing Mix Report (Dated May 2023) - received 20 Jun 2023

P308SK001 Preliminary External Lighting Overview - received 22 May 2023

Circular Economy Statement (Dated May 2023) - received 22 May 2023

Utilities Statement (Dated May 2023) - received 22 May 2023

Site Waste Management Plan (Dated May 2023) - received 20 Jun 2023

Refuse and Recycling Strategy (Dated May 2023) - received 20 Jun 2023

1854-KC-XX-YTREE-TCP01 Rev. 0 Tree Constraints Plan - received 22 May 2023

Energy Strategy - Refurbished Residential (Dated May 2023) - received 20 Jun 2023

Overheating Assessment (Dated May 2023) - received 20 Jun 2023

Energy Strategy - Operational Energy Analysis (Dated May 2023) - received 20 Jun 2023

Sustainability Statement (Dated May 2023) - received 22 May 2023

Whole Life Carbon Assessment (Dated 2023) - received 22 May 2023

Transport Assessment (Dated May 2023) - received 20 Jun 2023

Framework Travel Plan (Dated May 2023) - received 20 Jun 2023

Delivery and Servicing Plan (Dated May 2023) - received 20 Jun 2023

Outline Construction Logistics Plan (Dated May 2023) - received 20 Jun 2023

0419-SEW-ZZ-ZZ-DR-A-000003 Rev. P2 - received 19 Jun 2023

0419-SEW-HC-00-DR-A-001111 Rev. P3 - received 29 Sep 2023

0419-SEW-HC-01-DR-A-001112 Rev. P3 - received 29 Sep 2023

0419-SEW-HC-01-DR-A-253215 Rev. P2 - received 29 Sep 2023

0419-SEW-HC-01-DR-A-253216 Rev. P2 - received 29 Sep 2023

0419-SEW-HC-02-DR-A-001113 Rev. P3 - received 29 Sep 2023

0419-SEW-HS-00-DR-A-001116 Rev. P3 - received 29 Sep 2023

0419-SEW-HS-00-DR-A-253225 Rev. P2 - received 29 Sep 2023

0419-SEW-HS-01-DR-A-001117 Rev. P3 - received 29 Sep 2023

0419-SEW-HS-02-DR-A-001118 Rev. P3 - received 29 Sep 2023

0419-SEW-ZZ-00-DR-L-001000 Rev. P2 - received 29 Sep 2023

Without Prejudice Affordable Housing Offer (10% Shared Ownership) Letter (Dated 24th January 2024) - received 23 Jan 2024

Qualitative Design Review (Dated 5th September 2023) - received 29 Sep 2023

P450887-WW-XX-RF-DR-C-1001 Rev. P4 Proposed Drainage Layout - received 29 Sep 2023

P450887-WW-XX-RF-DR-C-1003 Rev. P1 Exceedance Plan - received 29 Sep 2023

P450887-WW-XX-XX-RP-C-0001 Rev. P4 Flood Risk Assessment (Dated September 2023) - received 29 Sep 2023

PP2012/HP/AQDMP/202309-EC Air Quality and Dust Management Plan (Dated September 2023) - received 29 Sep 2023

P450887-WW-XX-FN-C-0002 Rev. P1 Response to LLFA planning Objections (Dated 27th September 2023) - received 29 Sep 2023

P450887-WW-XX-FN-C-0003 Rev. P1 Response to GLA planning Objections (Dated 29th September 2023) - received 29 Sep 2023

Pre-Refurbishment Audit (Dated March 2023) - received 29 Sep 2023

WIE19060.112.R.1.1.3.TN Transport Note - Response to GLA and Highway Authority (Dated September 2023) - received 29 Sep 2023

RIGHTS OF APPLICANTS AGGRIEVED BY DECISION OF LOCAL PLANNING AUTHORITY

TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)

Appeals to the Secretary of State

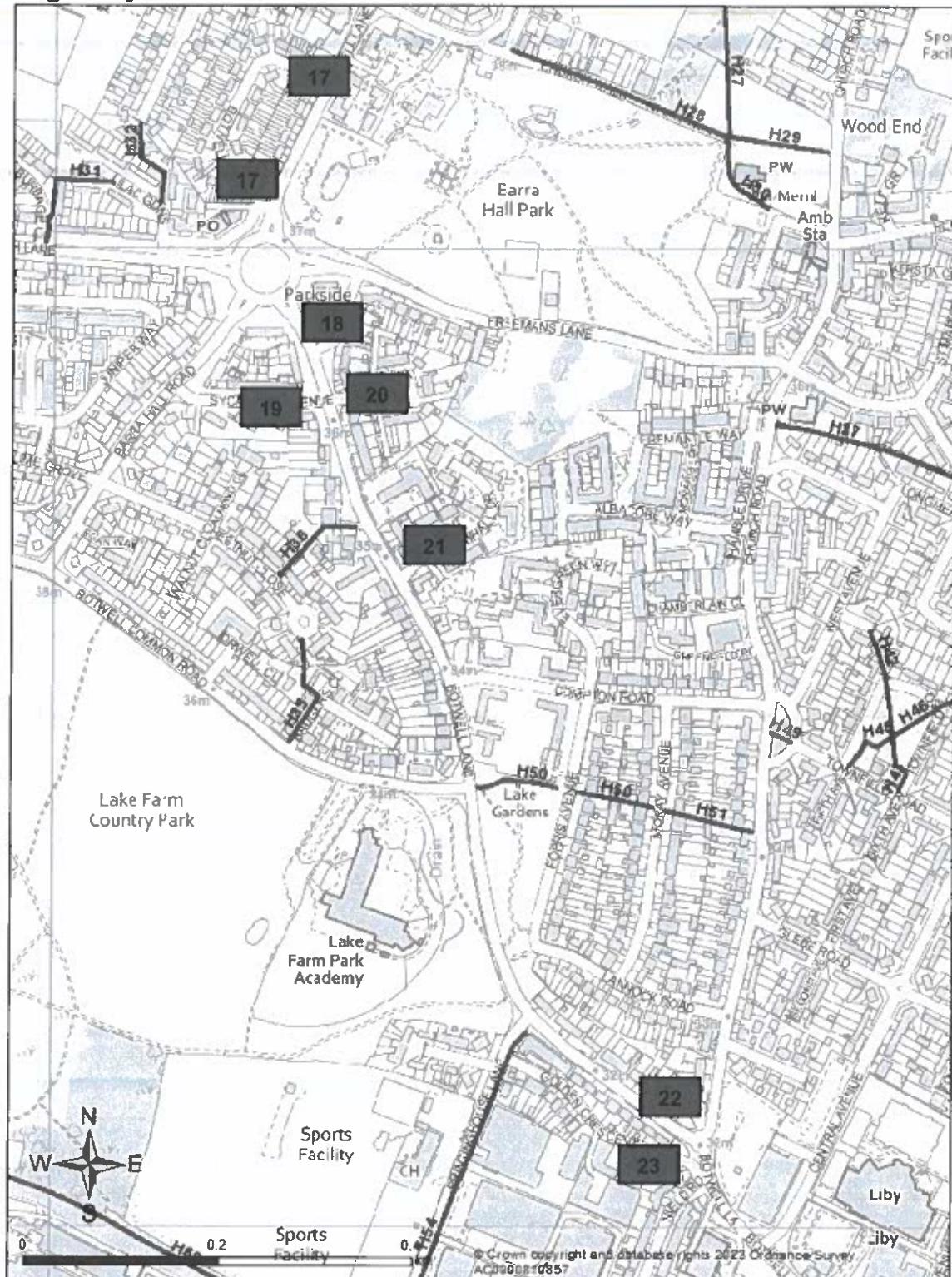
- If you are aggrieved by the decision of your local planning authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the office of the First Secretary of State under Section 78 of the Town and Country Planning Act 1990.
- If you want to 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.

APPENDIX 4
ACTIVE TRAVEL ZONE WORKS

Highways Browser



Map Notes

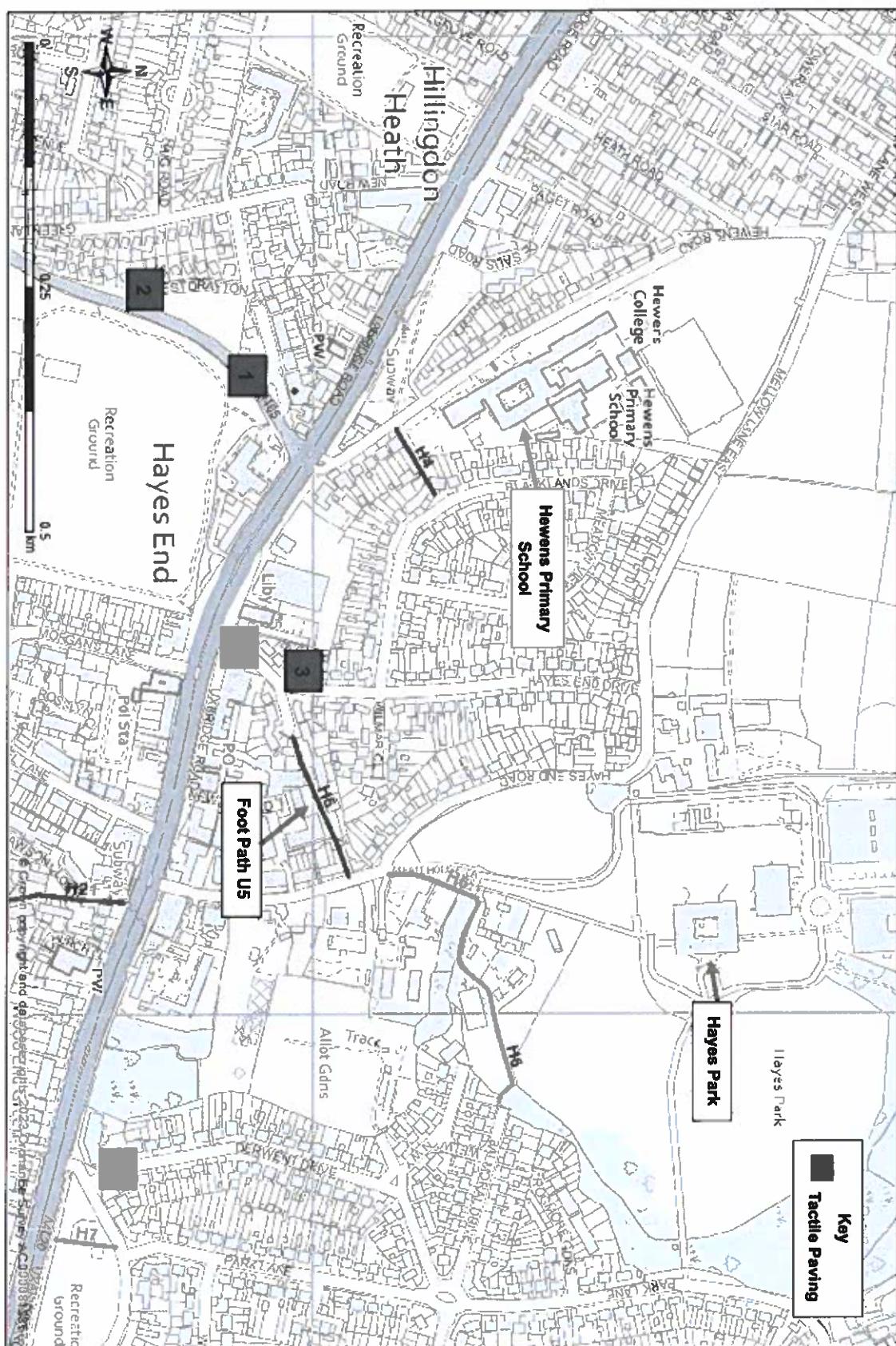
© Crown copyright and database rights 2024 Ordnance Survey 100019283

R. M. Wright
Peter O'Gorman

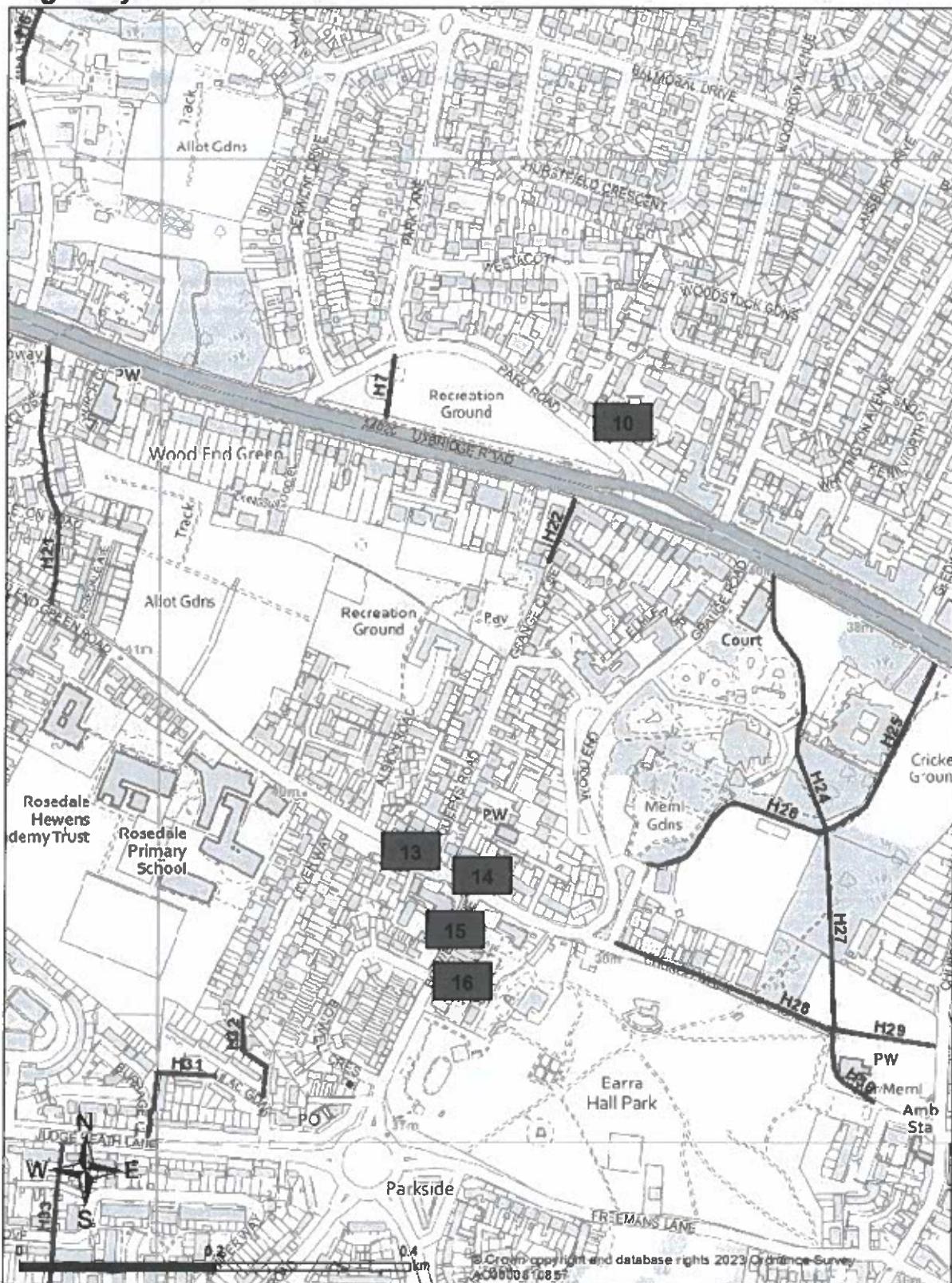
2
3
4

Locations for Hayes Park ATZ Works

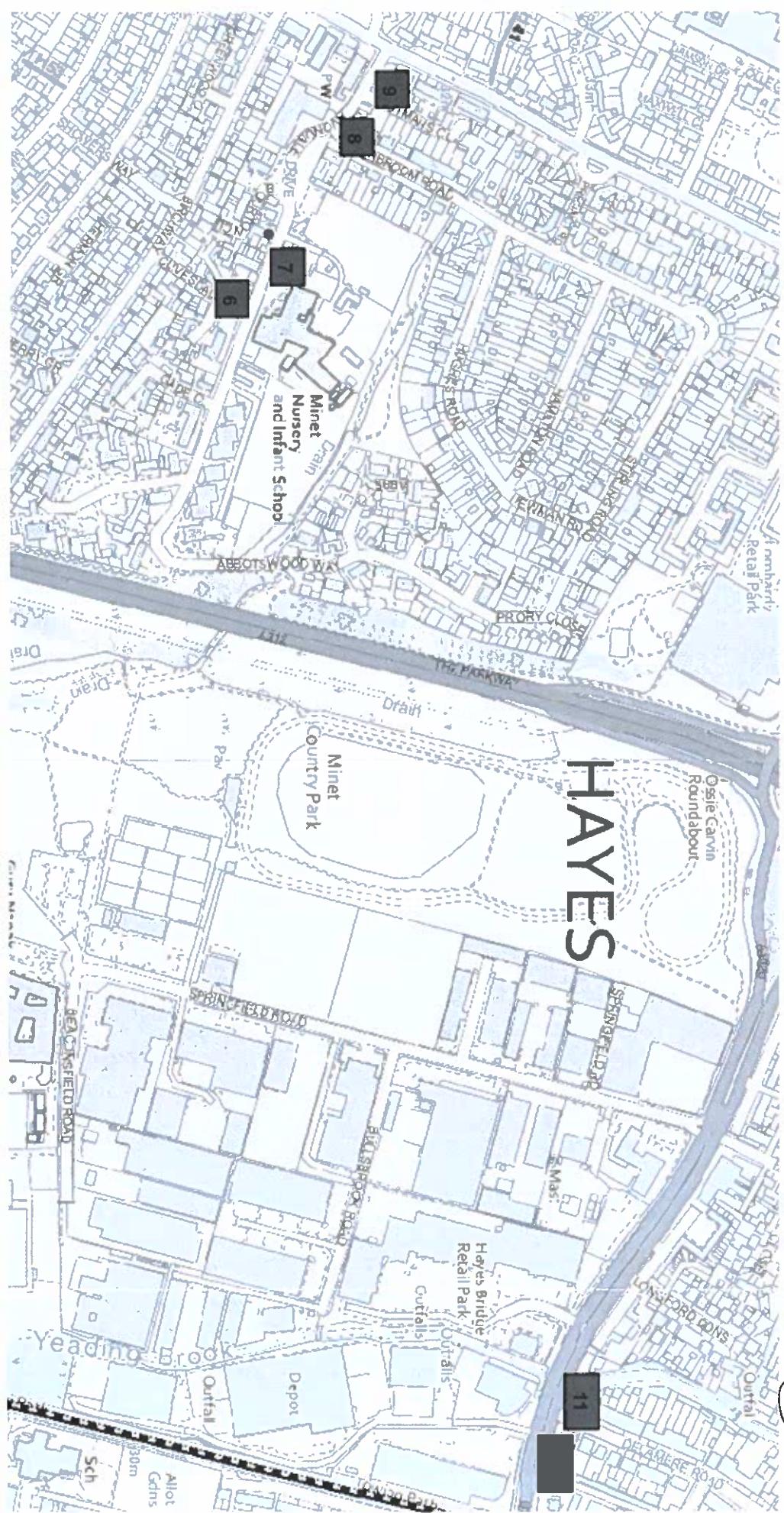
Highways Browser



Highways Browser



R McKeyle
Peter O'Byrne



Smoky
Peter Aguirre

List of Locations

Key	Locations	Quantity
1	Tactile Paving on West Drayton Road near bust stop XT	1
2	Tactile Paving on West Drayton Road near Parkview Surgery	1
3	Tactile Paving on Hayes End Road outside West London Motor Centre	2
4	Tactile Paving on Hayes End Road outside Road Link UK Ltd	1
5	Tactile Paving in the pedestrian refugee on Derwent Drive	1
6	Tactile paving on Avondale Road at junction with Clivesdale Drive	1
7	Tactile paving outside Minet Clinic on Avondale Road.	1
8	Tactile paving on Avondale Drive at junction with Hitherbroom Road.	1
9	Tactile paving on Avondale Drive at junction with Cotmans Close	1
10	Tactile paving on Regents Close at junction with Park Road	1
11	Tactile paving on Uxbridge Road at junction with Delamere Road.	1
12	Tactile paving on exit road from the retail park near Delamere Road.	1
13	Tactile paving on Wood End Green Road at Junction with Wood End Green Road opp Queens Road	3
14	Tactile Paving in the pedestrian refugee on Wood End Green Road at junction with Botwell Lane	1
15	Tactile Paving in the pedestrian refugee on Botwell Lane at junction with Wood End Green Road	1
16	Tactile paving on Botwell Lane at Junction with Reid Close	1
17	Tactile paving on Botwell Lane at Junction with Botwell Crescent	2
18	Tactile paving on Botwell Lane at Junction with Botwell Lane leading towards no.248	1
19	Tactile paving on Botwell Lane at Junction with Sycamore Avenue	1
20	Tactile paving on Botwell Lane at Junction with Manton Close	1
21	Tactile paving on Botwell Lane at Junction with Willenhall Drive	1
22	Tactile paving on Botwell Lane near the roundabout at junction with Church Road including in the refugee	2
23	Tactile paving on Botwell Lane at Junction with Golden Crescent	1

APPENDIX 5

AFFORDABLE HOUSING LOCATION PLAN

<u>Drawing Number</u>	0419-SEW-HS-02-DR-A-001118
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Hayes

Park

Affordable Homes

11/03/23



iceni

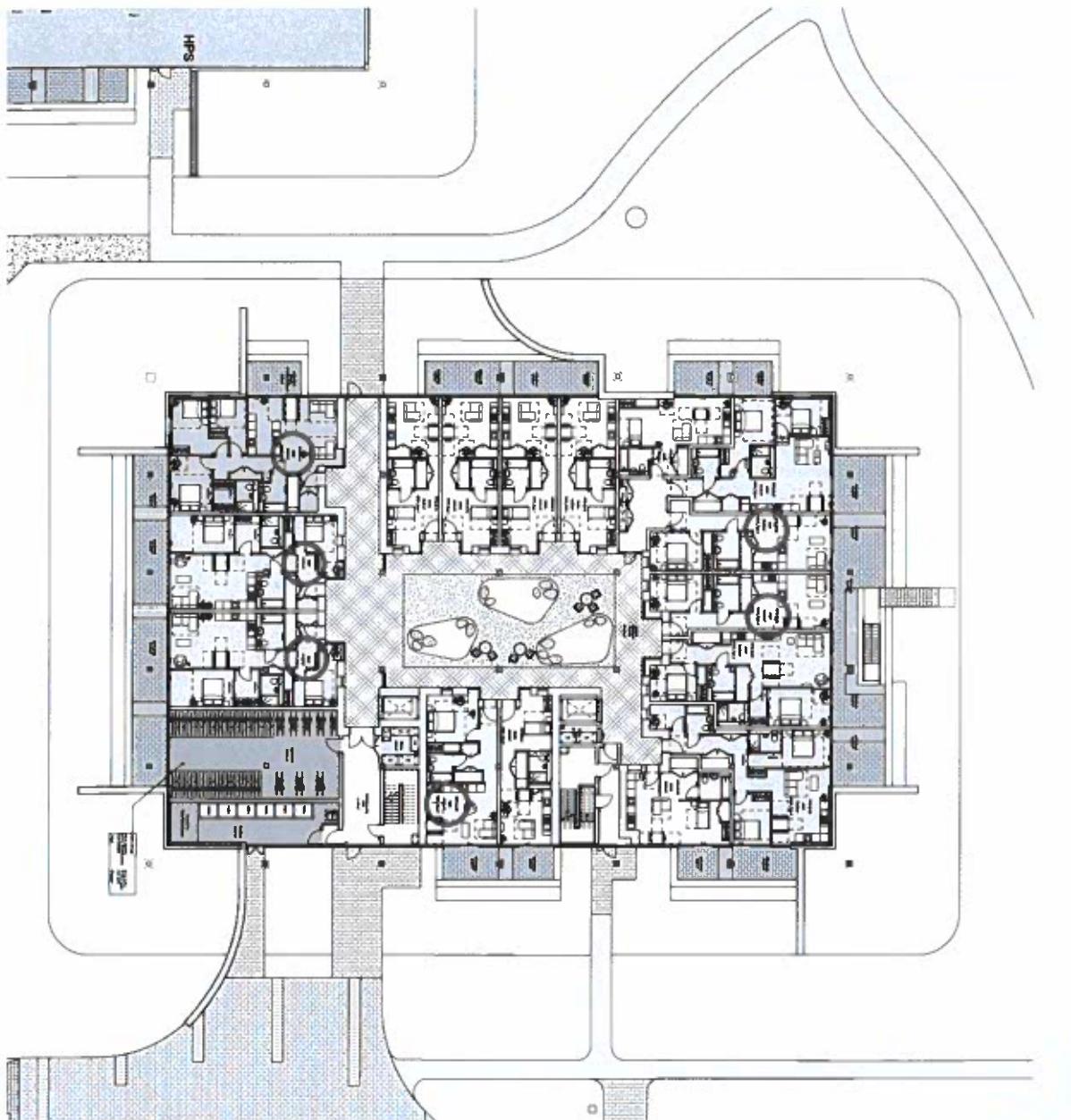


Marson
Property

Marson
Property

Hayes Park Central - Ground floor

 Affordable



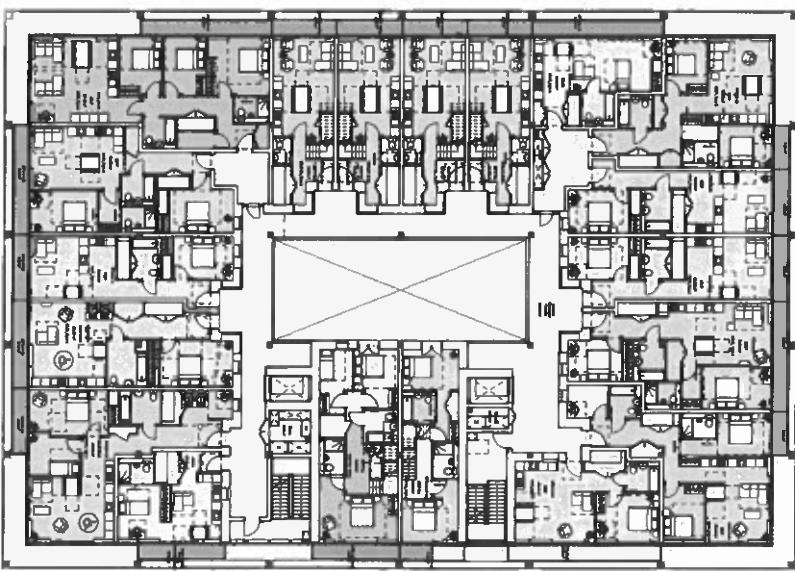
Not to scale



Hayes Park Central - First floor

○ Affordable

None on this level

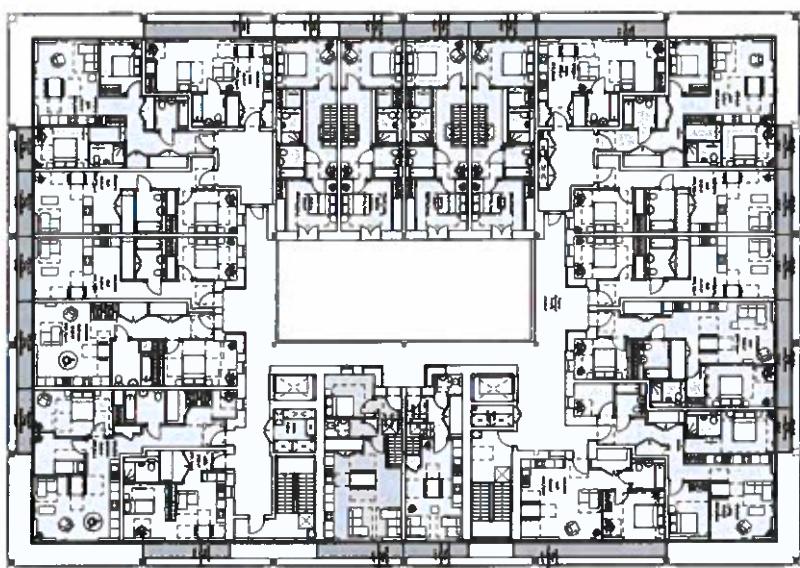


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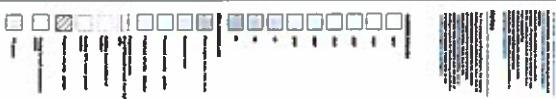
Hayes Park Central - Second floor

 Affordable

None on this level

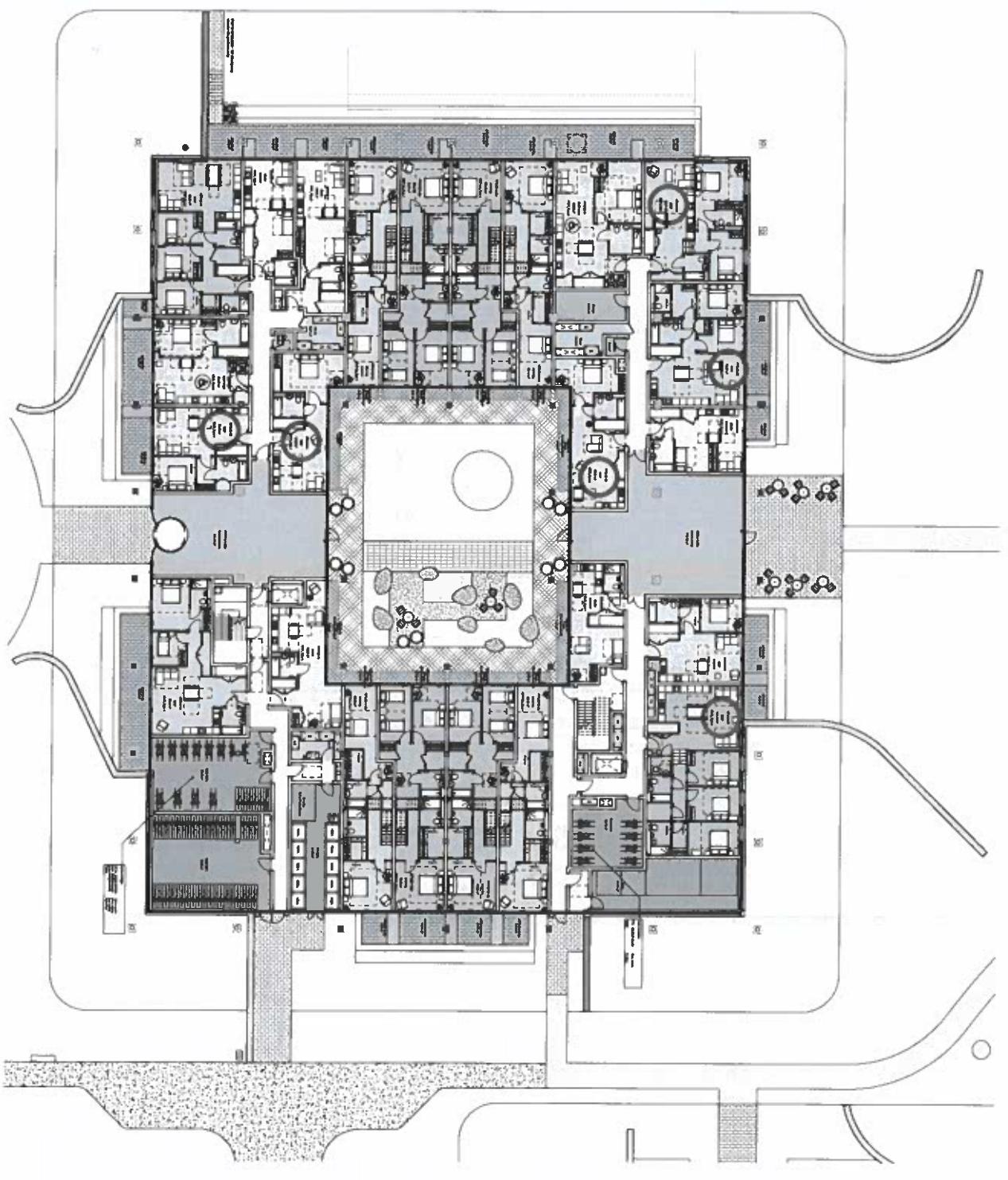


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Hayes Park South - Ground floor

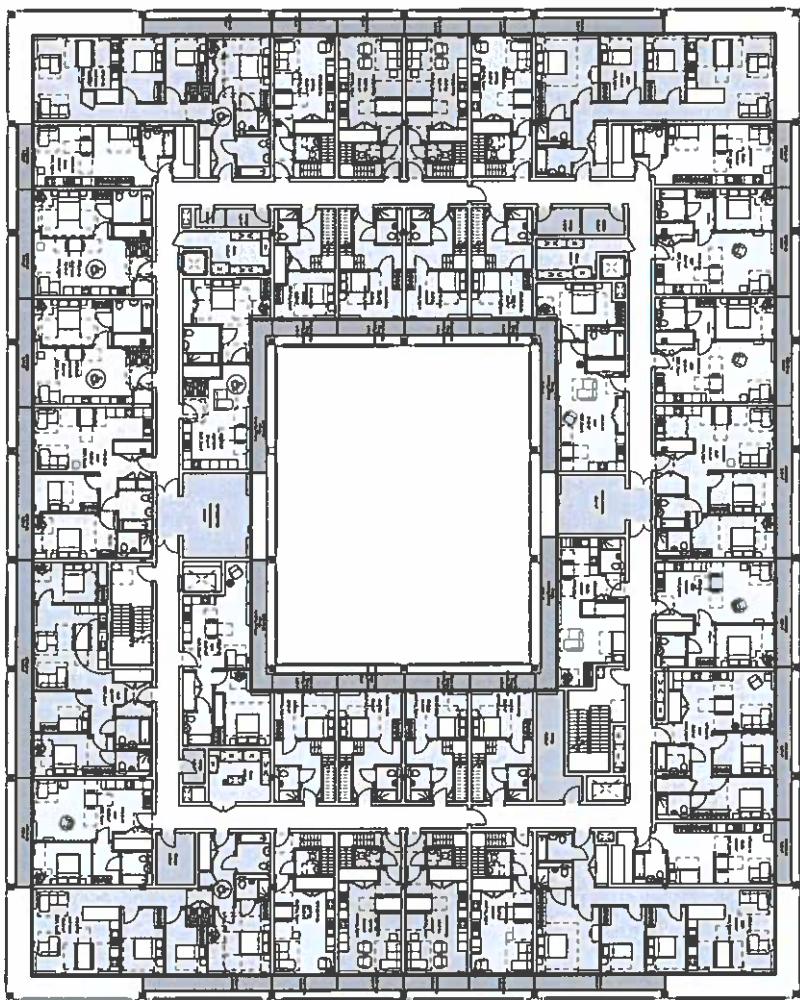
○ Affordable



Hayes Park South - First floor

 Affordable

None on this level

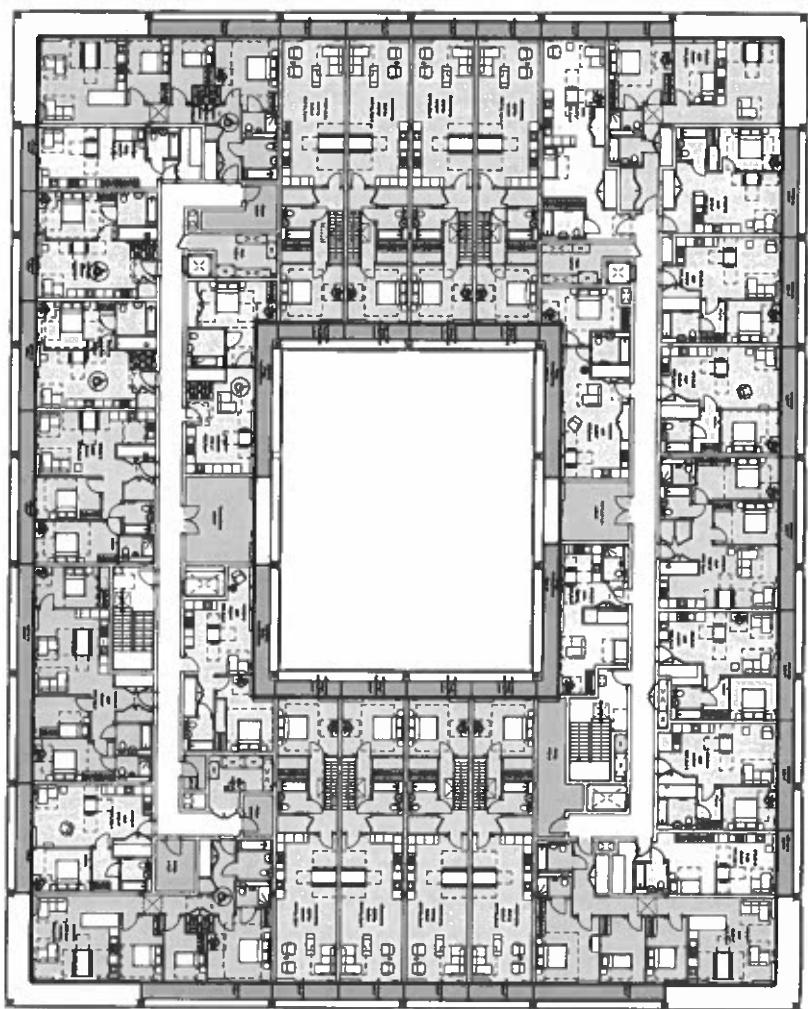


Not to scale

Hayes Park South - Second floor

○ Affordable

None on this level



Not to scale

APPENDIX 6

APPLICATION STAGE VIABILITY APPRAISAL

APPRAISAL SUMMARY

Hayes Park - Scenario 1
10% shared ownership

LICENSED COPY**Summary Appraisal for Phase 1****Currency in £**

	Units	ft ²	Rate ft ²	Unit Price	Gross Sales
REVENUE					
Sales Valuation	112	82,413	681.86	501,732	56,194,000
Private residential units	12	8,989	402.00	301,131	3,613,578
Shared ownership units					
Totals	124	91,402			59,807,578
NET REALISATION					
OUTLAY					
ACQUISITION COSTS					
Residualised Price			5.00%	993	993
Stamp Duty			1.00%	50	50
Agent Fee			0.50%	10	10
Legal Fee				5	5
CONSTRUCTION COSTS					
Construction	Units	Unit Amount	Cost		
Build costs	1 un	38,918,726	38,918,726	38,918,726	38,918,726
Borough CIL					
Mayoral CIL			1,662,628		
Carbon offset payment			754,149		
Public Open Space payment			137,527		
Air Quality payment			165,500		
Active Travel Zone improvements			363,583		
HUDU Health Contribution			247,040		
			7,409		
				3,337,836	
PROFESSIONAL FEES					

APPRAISAL SUMMARY

Hayes Park - Scenario 1

10% shared ownership
Professional fees

MARKETING & LETTING
Marketing

Additional Costs

Profit on private
Profit on affordable

17.50%
6.00%

9,833,950
216,815

10,050,765

FINANCE

Debit Rate 6.500% Credit Rate 0.000% (Nominal)

Land
Construction
Other
Total Finance Cost

165
2,676,484
304,177

2,980,826

59,807,558

TOTAL COSTS

PROFIT

20

Performance Measures

Profit on Cost%
Profit on GDV%
Profit on NDV%

IRR

Profit Erosion (finance rate 6.500%)

0.00%
0.00%
0.00%

6.24%

0 yrs 0 mths

LICENSED COPY

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

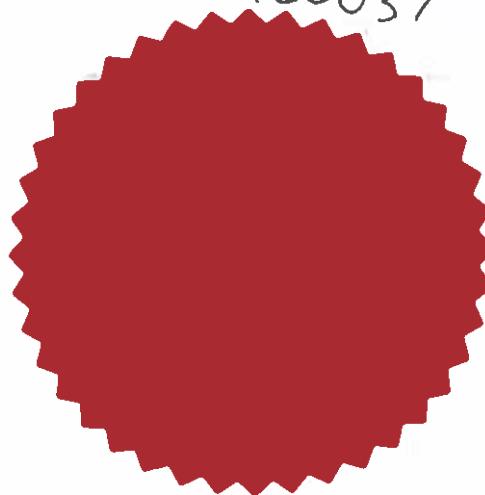
MEMBER OF

THE COUNCIL.....

AUTHORISED OFFICER.....

R. H. Hayes
Mark Schwimmer

426037



EXECUTED AS A DEED by
SHALL DO HAYES DEVELOPMENT LIMITED
acting by:

DIRECTOR.....

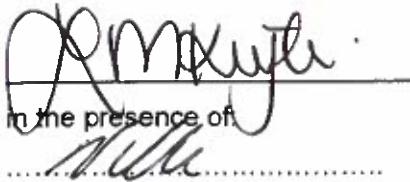
Mark Schwimmer

DIRECTOR/SECRETARY.....

Sal R. Joel Soren

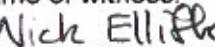
Signed and delivered as a Deed by:

Attorney 1 for LEUMI UK GROUP LIMITED
Name of Attorney 1: LEANNE KEYTE


in the presence of


Signature of witness

Name of witness:



Address:

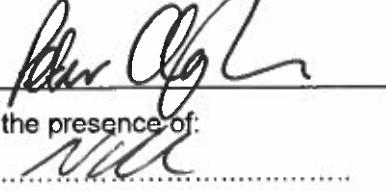
12th Floor, 1 Angel Court, London

Occupation:



as attorneys for LEUMI UK GROUP LIMITED under a power of attorney dated 27 December
2023

Attorney 2 for LEUMI UK GROUP LIMITED
Name of Attorney 2: Charles Peter Clayton


in the presence of


Signature of witness

Name of witness:



Address:

12th Floor, 1 Angel Court, London

Occupation:

