

DATED

20th August

2013

FM CONWAY LIMITED

and

COUTTS & COMPANY

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
PLANNING APPLICATION NUMBER: 13226/APP/2012/2185**

Planning & Corporate Team
Attn: Nicole Cameron
London Borough of Hillingdon
Civic Centre
High Street
Uxbridge
Middlesex
Ref: 3E/04/NC/59501/357
Tel: 01895 556 766

THIS PLANNING OBLIGATION BY DEED is dated 20th August 2013

And is made **BETWEEN:**

- (1) **FM CONWAY LIMITED** Company Number 00706445 a company incorporated in England and Wales whose registered office is situated at Conway House, Rochester Way, Dartford, Kent, DA1 3QY ("the Applicant")
- (2) **COUTTS & COMPANY** Company Number 36695 a company incorporated in England and Wales whose registered office is situated at 440 Strand, London, WC2R 0QS ("the Mortgagee")
- (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 Deed are enforceable.
- B The Applicant intends to develop the Land pursuant to the Planning Permission.
- C The Mortgagee has an interest in the Land by way of a legal charge dated 19 August 2010 between the Mortgagee and the Applicant and is willing to be a party to this Deed.
- D The Applicant is the lessee and is registered at the Land Registry as the leasehold proprietor of the Land under title number AGL91518 and is willing to be a party to this Deed as the Applicant.
- E On 05 September 2012 the Applicant submitted the Planning Application to the Council for permission to develop the Land for the purposes and in the manner described in the Planning Application.
- F The Council resolved at its Central & South Planning Committee meeting on 04 April 2013 to delegate authority to determine the Planning Application to the Head of Planning, Sport and Green Spaces subject to the prior completion of this Deed.

- G The Council has considered the provisions of the development plan and taken into account planning considerations affecting the Land and considers that in the interests of the proper planning of its area the Development of the Land ought to only be permitted subject to the terms of this Deed and for that purpose the parties are willing to enter into this Deed.

THIS DEED WITNESSES AS FOLLOWS: -

1. DEFINITIONS AND INTERPRETATION

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

“Act”	means the Town and Country Planning Act 1990
“Air Quality Contribution”	means the air quality contribution referred to in Schedule 4 as contribution towards initiatives to improve air quality in the Authorities Area including (but not limited to): • Use of low emission fuel technology and other measures to reduce emissions; • Tree and other planting; • Restrictions on certain types of vehicles; • Use of cleaner fuels on energy and heating; • Use of combined heat and power and community heating systems; • Environmental management systems and air quality strategy;
“Authority’s Area”	means the administrative area of the Council;
“Commencement of Development”	means the date on which any material operation as defined in Section 56(4) of the Act forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other

	purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination and "Commence" and "Commencement" shall be construed accordingly;
"the Contributions"	means the Air Quality Contribution, Grand Union Canal Contribution, Junction Improvement Contribution and the TFL Feasibility Study Contribution;
"the Council"	means the Council or any authority which may succeed to its function of enforcing the terms, provisions and planning obligations created by this Deed;
"Development"	means the development authorised by the Planning Permission;
"the Director of Residents Services"	means the Council's Director of Residents Services or such person as the Services" Council designates as undertaking this role;
"Form PO1"	means the form in the substantial format set out in Appendix 1;
"Grand Union Canal Contribution"	means the Grand Union Canal Contribution referred to in Schedule 3 to be used towards (but not limited to) improvements to the Grand Union Canal frontage within the vicinity of Bulls Bridge
"GLA"	means the Greater London Authority or successors in function;

"Index"	means the Index of Retail Prices (All Items) published by the Office for National Statistics and "Indexation" shall be construed accordingly;
"Interest"	means interest at 4% above the base lending rate of HSBC Bank PLC from time to time;
"Junction Improvement Contribution"	means the junction improvement contribution referred to in Schedule 2 to be used towards (but not limited to) improvements to the junction at Parkway and Bulls Bridge roundabout;
"Land"	means the land and buildings at Former Powergen Site, North Hyde Gardens, Bulls Bridge, Hayes, Middlesex, UB3 4QR which is in the leasehold ownership of the Applicant and is registered at the Land Registry under Title No. AGL91518 and is shown for identification purposes edged in red on the Plan, for the avoidance of doubt excludes the part outlined in blue on the Plan,;
"Monitoring Sum"	means the sum equivalent to five percent of the total Contributions to be used by the Council at its discretion for its costs incurred in administering, monitoring, reviewing and implementing this Deed;
"Occupation"	means occupation of the Land for the purposes permitted by the Planning

	Permission and "Occupy" and "Occupied" shall be construed accordingly;
"Plan"	means the Plan attached at Appendix 3 of this Deed; [please provide prior to engrossment]
"Planning Application"	means the application for planning permission for the redevelopment of the site to provide an aggregate recycling and processing plant, asphalt plant and storage facility, gully waste recycling plant, aggregate storage facility and term maintenance depot, with ancillary offices, structures and facilities, car and lorry parking, regrading, and landscaping under the Council's reference number 13226/APP/2012/2185;
"Planning Permission"	means the planning permission to be granted pursuant to the Planning Application in the substantial form set out in Appendix 2;
"TFL Feasibility Study Contribution"	means the Transport For London feasibility study contribution referred to in Schedule 1 to be used towards the cost of a feasibility study of the Parkway and Bulls Bridge Roundabout;
"Section 106 Reference"	means the planning application reference number 13226/APP/2012/2185;
"Specified Date"	means the date upon which an obligation arising under this Deed is due to be

	performed;
“VAT”	means Value Added Tax;
“Water Freight Feasibility Study”	means the water freight feasibility study referred to in Schedule 5.

- 1.2 Unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and words denoting any one gender shall include all genders and words denoting persons shall include bodies corporate, unincorporated associations and partnerships.
- 1.3 References in this Deed to any statute or statutory provision shall be construed as a reference to the same as it may from time to time be amended, extended, modified, consolidated or re-enacted whether before or at the date of this Deed
- 1.4 Unless the context otherwise requires, reference to any clause, paragraph, sub-clause or schedule or appendix is a reference to a clause, paragraph, sub-clause, schedule or appendix of or to this Deed.
- 1.5 The headings in this document are inserted for convenience only and shall not affect the construction or interpretation of this Deed.
- 1.6 Where a party includes more than one person named as a party any obligations of that party shall be joint and several unless there is an express provision otherwise.
- 1.7 References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council the successors to the Council's respective functions.
- 1.8 Where the agreement, approval, consent or an expression of satisfaction is required by the Applicant under the terms of this Deed from the Council that

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

- 1.9 Without prejudice to the terms of any other provision contained in this Deed the Applicant 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 Applicant arising under this Deed.

2. STATUTORY PROVISIONS

- 2.1 This Deed is made pursuant to Section 106 of the Act, Section 111 of the Local Government Act 1972, Section 16 of the Greater London Council (General Powers) Act 1974 and Section 1 of the Localism Act 2011 to the intent that it will bind the Applicant and the Mortgagee and their successors in title to the Land.

- 2.2 The covenants, restrictions and requirements imposed upon the Applicant under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council as local planning authority against the Applicant without limit of time.

3. CONDITIONALITY

- 3.1 Save in relation to clauses 6, 7, 9, 10, 11, 14 and 19 inclusive or where otherwise provided, the obligations in this Deed are subject to and conditional upon:
- (i) the grant of the Planning Permission; and
 - (ii) Commencement of the Development.

4. MISCELLANEOUS

- 4.1 Nothing contained or implied in this Deed shall prejudice or affect the rights, powers, duties and obligations of the Council in exercise of their functions as local planning authority and their rights, powers, duties and obligations under all public and private statutes, bylaws and regulations may be as fully and effectually exercised as if the Council were not a party to this Deed.

- 4.2 If any provision in this Deed shall be held to be invalid, illegal or unenforceable then the validity, legality and enforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 4.3 No waiver (whether express or implied) by the Council of any breach or default by the Applicant in performing or observing any of the covenants undertakings obligations or restrictions contained in this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said covenants undertaking or obligation from acting upon any subsequent breach or default in respect thereof by the Applicant.
- 4.4 Nothing in this Deed shall be construed as a grant of planning permission.
- 4.5 The Mortgagee and the Council nor any of its successors in title nor any person deriving title from or under them shall be liable for any breach of any of the planning obligations or other obligations contained in this Deed after it shall have parted with its entire interest in the Land but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 4.6 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission is quashed or revoked or otherwise withdrawn or (without the consent of the Applicant or their successors in title) is modified by any statutory procedure or expires prior to Commencement of Development.
- 4.7 Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.
- 4.8 In the event of the planning obligations contained in this Deed being modified a note or memorandum thereof shall be endorsed upon this Deed.

- 4.9 This Deed cannot be amended or discharged without the prior consent in writing of the Applicant and the Council.

5. THE APPLICANT'S COVENANTS

- 5.1 The Applicant covenants with the Council so as to bind the Land to observe and perform the obligations contained in clause 6.2 and all Schedules.
- 5.2 Unless expressly agreed otherwise in this Deed, the covenants in this Deed shall be enforceable without any limit of time against the Applicant and any successors in title to the Land and assigns of the Applicant or any person corporate or otherwise claiming title through or under the Applicant an interest or estate to the Land or any part or parts of the Land as if that person had also been an original covenanting party in respect of the interest or estate for the time being held by that person.
- 5.3 The Applicant shall remain liable for all obligations contained within this Agreement even when the Applicant shall have parted with its entire interest in the Land notwithstanding any surrender, assignment or forfeiture of the Lease.
- 5.4 The Applicant shall on any departure of their interest in the Land procure a direct covenant from the disponent to observe and perform in full the obligations in this Agreement.
- 5.5. The Applicant shall at its own cost shall do or concur in doing all things necessary to enable a restriction to be placed on leasehold title of the Development that no disposition of the registered estate will be registered without a certificate signed by the Council that the direct covenant has been provided and following the making of such entry shall furnish the Council's Borough Solicitor with a certified copy of the title information document relating to the said title in order that the Council may satisfy themselves that such entry has been made.
- 5.4 Once the Council is satisfied that all obligations contained in this Agreement have been complied with in full the Council will provide written confirmation of this on written request from the Applicant.

6. COSTS

- 6.1 The Applicant hereby covenants with the Council that on execution of this Deed it will pay the Council's costs incurred in the negotiation, preparation and execution of this Deed in the sum of £3,000.
- 6.2 On completion of this Agreement the Applicant will pay to the Council the Monitoring Sum. For the avoidance of doubt the Monitoring Sum shall be in addition to the costs referred to in sub-clause 6.1 above.

7 REGISTRATION OF DEED

- 7.1 The Applicant recognises and agrees that covenants in this Deed shall be treated and registered:
- (a) As local land charges for the purposes of the Local Land Charges Act 1975; and
 - (b) In the Charges Register of Title Nos AGL91518 at the Land Registry.
- 7.2 The Applicant shall as soon as reasonably practicable after the completion of this Deed at its own cost do or concur in doing all things necessary to enable an entry of this Deed to be made in the Charges Register of the above title number of the Land and following the making of such entry shall furnish the Council's Borough Solicitor with a certified copy of the title information document relating to the said title in order that the Council may satisfy themselves that such entry has been made.
- 7.3 If the Applicant fails to make the application referred to in clause 7.2 above the Council shall (without prejudice to any other right) be entitled to register the Deed and recover the expenses incurred in doing so from the Applicant and the Applicant hereby covenants with the Council to do or concur in doing all things necessary or advantageous to enable such entries to be made;

8. RIGHT OF ACCESS

- 8.1 Without prejudice to the Council's statutory rights of entry the Applicant shall permit the Council and its authorised employees and agents upon reasonable written notice to enter the Land at all reasonable times for the

purpose of verifying whether or not any obligation arising under this Deed has been performed or observed.

9. MORTGAGEE'S CONSENT

- 9.1 The Mortgagee consents to the Applicant entering into this Deed and acknowledges that the Land shall be bound by the terms and obligations contained in this Deed and PROVIDED THAT the Mortgagee shall otherwise have no liability under this Deed unless it takes possession of the Land in which case it too will be bound by the obligations as if it were a person deriving title from the Applicant.

10. ARBITRATION

- 10.1 All disputes, differences or questions arising out of this Deed or as to the rights or obligations of the parties under it or in connection with its construction shall be referred to arbitration by a single arbitrator to be agreed between the parties or, failing agreement, within 21 days by an arbitrator to be appointed at the request of any party by the President of The Royal Institute of Chartered Surveyors as the case may be having due regard to any representations made to him as to the appropriate qualifications of such arbitrator.
- 10.2 The arbitration shall take place in London and shall be in accordance with the Arbitration Act 1996 or any re-enactment or modification of such Act for the time being in force, unless otherwise agreed in writing by the Council.

11. THIRD PARTIES

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

12. NOTICES

- 12.1 All notices served under or in connection with this Deed shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party;
- 12.2 Any notice to be served under or in connection with this Deed shall be sent to the:

- a) Director of Residents Services, London Borough of Hillingdon, Civic Centre, High Street, Uxbridge, Middlesex, UB8 1UW and shall cite the Section 106 Reference for this Deed; or
- b) to the Applicant at Conway House, Rochester Way, Dartford, Kent DA1 3QY
- c) to the Mortgagee at 440 Strand, London WC2R 0QS

13. FORM PO1

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

14. CHANGE IN OWNERSHIP

- 14.1 The Applicant agrees to provide the Council with immediate written notification of any change in ownership of any of its interest in the Land occurring before all of the obligations under this Deed have been discharged (such notice to give details of the transferee's full name and registered office) together with the area of the Land or unit of occupation purchased by reference to a plan and the Section 106 Reference.

15. CONTRIBUTIONS

- 15.1 Payment of the Contributions required by this Deed shall be made on the following basis:
- (a) The Contributions due under this Deed shall be delivered to the person and address specified in clause 12 above;
 - (b) the Council may retain any unexpended balance of the Contributions where this amounts to less than £10,000 as is necessary to make the Development acceptable in planning terms for any other relevant purpose(s) that is directly related to the Development taking into account whether the unexpended balance is fairly and reasonably related in scale and kind to the Development ; and

- (c) 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.

16. INDEXATION

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

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

17. INTEREST

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

18. VAT

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

18.2 The Applicant 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 Applicant and the VAT shall be paid accordingly.

19. JURISDICTION

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

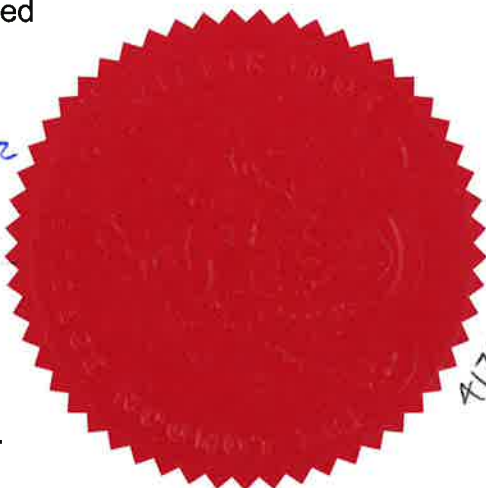
IN WITNESS of which this Agreement has been duly executed as a Deed and has been delivered once dated.

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

was duly affixed to this Deed
in the presence of:-

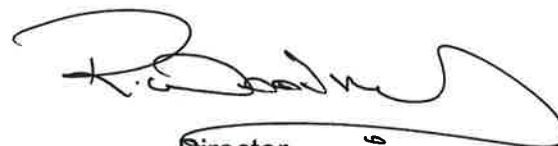

MEMBER OF
THE COUNCIL

AUTHORISED OFFICER



**SIGNED ON BEHALF OF
F M CONWAY LIMITED
AS A DEED**

in the presence of:-


Director


Conway House, Rochester Way,
Dartford, Kent DA1 3QY
PA / legal & finance

**EXECUTED AND DELIVERED AS A DEED
AS THE ATTORNEY AND ON BEHALF OF
COUTTS & CO**

IN THE PRESENCE OF
Nigel Dickman
Coutts & Co


BARRY I WILLIAMSON

440 Strand London WC2R 0QS

Coutts & Co has executed this deed on the condition that the deed shall not be taken to be delivered for the purposes of section 46(2) of the Companies act 2006 (as amended) until the deed has been formally dated by or on behalf of Coutts & Co. Once the last signatory to the deed has executed and dated the deed, Coutts & Co will deem that date to be the formal date of the deed on behalf of Coutts & Co.

SCHEDULE 1
TFL FEASIBILITY STUDY CONTRIBUTION

The Applicant hereby covenants with the Council as follows:

1. On completion of this Agreement the Applicant is to pay to the Council the TFL Feasibility Study Contribution of £10,000 TEN THOUSAND POUNDS; and
2. Not to commence or cause, or allow or permit to be commenced, any part of the Development before the TFL Feasibility Study Contribution is paid to the Council.

SCHEDULE 2
JUNCTION IMPROVEMENT CONTRIBUTION

The Applicant hereby covenants with the Council as follows:

1. On completion of this Agreement the Applicant is to pay to the Council the Junction Improvement Contribution of £20,000 TWENTY THOUSAND POUNDS; and
2. Not to commence or cause, or allow or permit to be commenced, any part of the Development before the Junction Improvement Contribution is paid to the Council.

SCHEDULE 3
GRAND UNION CANAL CONTRIBUTION

The Applicant hereby covenants with the Council as follows:

1. On completion of this Agreement the Applicant is to pay to the Council the Grand Union Canal Contribution of £15,000 FIFTEEN THOUSAND POUNDS; and
2. Not to commence or cause, or allow or permit to be commenced, any part of the Development before the Grand Union Canal Contribution is paid to the Council.

SCHEDULE 4
AIR QUALITY CONTRIBUTION

The Applicant hereby covenants with the Council as follows:

1. On completion of this Agreement the Applicant is to pay to the Council the Air Quality Contribution of £25,000 TWENTY FIVE THOUSAND POUNDS; and
2. Not to commence or cause, or allow or permit to be commenced, any part of the Development before the Air Quality Contribution is paid.

SCHEDULE 5
WATER FREIGHT FEASIBILITY STUDY

The Applicant hereby covenants with the Council as follows:

1. The Applicant shall within 6 months of Commencement of the Development carry out a feasibility study to assess the potential for moving freight by water during Occupation of the Development;
2. Prior to Occupation of the Development submit to the Council the aforesaid feasibility study. Should the feasibility study confirm that moving freight by water during the Occupation of the Development is physically and economically viable and the Council agree the same in writing the Applicant shall submit a strategy demonstrating how moving freight by water during the Occupation of the Development can be implemented throughout the lifetime of the Development (the "Water Freight Feasibility Strategy");
3. Not to Occupy or cause or allow or permit to be Occupied, any part of the Development until the Water Freight Feasibility Strategy referred to in this Schedule is submitted to and approved in writing by the Council.
4. Following approval of the Water Freight Feasibility Strategy, the Applicant shall ensure that such strategy is observed and performed for the lifetime of the Development unless the Council agree in writing that it is not economically viable and practicable to do so.
5. The Applicant shall make such revisions to the Water Freight Feasibility Strategy as reasonably required by the Council from time to time and shall observe any such revisions through out the Development.

SCHEDULE 6
TRAVEL PLAN

The Applicant hereby covenants with the Council as follows:

In this Schedule:

Auditor' means a suitably qualified, experienced and independent person nominated by the Applicant and approved in writing by the Council for the purpose of verifying the results of Monitoring

'Car' means a four wheeled motor vehicle other than one powered by electricity

'Car Ratio' means the number of Cars used or deemed to be used to transport Employees/Residents/Users to and from the Development expressed as a percentage of the number of Employees/Residents/Users making such a journey

'Employee/Residents /Users' means a person making the journey to and from the Development by any mode of travel

'Excess' means the number of cars represented by the difference between the Car Ratio and the Target on the day when Monitoring discloses that the Car Ratio is greater than the Target

'Excess Period' means the period between a day on which Monitoring discloses that the Car Ratio is greater than the Target and either the next day on which Monitoring takes place or is deemed to take place or (if no further Monitoring takes place or is deemed to take place) the end of the Monitoring Period

'Inflation Factor' means the RPIS Index published for the month preceding the date of payment divided by the RPIS Index published for the month of this agreement where the RPIS Index means the Monthly Digest of Statistics published by her Majesty's Stationery office in the following proportions:

transport equipment material and fuel – 35%

transport and communications industry average earning index – 45%

general index, retail price fuel and light – 20%

‘Monitoring Period’ means the period of 10 years beginning on Occupation of the Development

‘Modal Shift’ means an increase in the proportion of persons travelling to and from the Site using more sustainable modes of transport (where walking, cycling or the use of public transport are more sustainable than using a Car)

‘Monitoring’ means a survey of Employees/Residents/Users using a questionnaire in a form supplied or approved by the Council with the object of ascertaining the modes of transport used by Employees/Residents/Users when travelling between home and the Development on a particular day (or any alternative method of achieving that object approved in writing by the Council from time to time)

‘Remedial Payment’ means a payment intended to be used by the Council for the purpose of achieving Modal Shift and calculated in respect of each Excess Period as the product of:

the number of days in that Period multiplied by the Excess found at the start of that Period multiplied by £10.62 multiplied by the Inflation Factor

‘Remedial Measures’ means measures intended to achieve Modal Shift

‘Travel Plan’ means the plan to be provided and adopted by the Applicant as approved in writing by the Council to encourage means of travel other than private cars

‘Travel Plan Bond’ means the bond in the sum of £20,000 to secure the obligations in this schedule and in the Travel Plan in a form first approved by the Council in writing

‘Travel Plan Contribution’ means a contribution in the sum equal to the sum to be secured by the Travel Plan Bond to be used by the Council towards securing compliance with this Schedule or the Travel Plan or in order to meeting the objectives of the Travel Plan

‘Travel Plan Co-ordinator’ means the person or persons to be appointed by the Applicant 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 10 years from the date of Occupation in order to achieve the objectives of the Travel Plan

‘Travel Plan Monitoring Sum’ means the sums demanded by the Council from time to time being the Council’s costs of reviewing the Monitoring Surveys and the Applicant’s compliance with the terms of the Travel Plan

1. Prior to Commencement of Development to submit the Travel Plan to the Council for approval; and
2. The Development will not be Occupied until the Travel Plan has been submitted to and approved in writing by the Council; and
3. The Applicant shall six months prior to Occupation of the Development appoint a Travel Plan Co-ordinator and supply contact details of the Travel Plan Co-ordinator to the Council and Transport for London in the case of referred applications to the GLA.

4. The Travel Plan shall be implemented by the Applicant as soon as reasonably practicable and in any event no later than 2 months following first Occupation of the Development.
5. The terms of the Travel Plan shall provide/detail as a minimum:
 - 5.1 A timetable for the preparation, implementation, monitoring and review of all stages of the Travel Plan;
 - 5.2 The appointment and funding of a Travel Plan co-ordinator to be responsible for the implementation, monitoring and progress reporting of the Travel Plan for a period of not less than 10 years from the date of Occupation;
 - 5.3 The responsibilities of the Travel Plan Co-ordinator and details of how they will comply with the monitoring requirements of the Travel Plan over the lifetime of the Travel Plan such details to be provided to the Council;
 - 5.4 The provision of transport infrastructure or services, or payment of a contribution if required by the Council in respect of their provision such contribution to be appropriate to the size and location of the development;
 - 5.5 Parking controls and management to be implemented at the development;
 - 5.6 The payment of contributions towards measures necessary to deliver the Travel Plan as directed by the Council;
 - 5.7 The Length of the Monitoring Period for the Travel Plan which shall not be less than 10 years from the date of Occupation of the Development;
 - 5.8 The period post Occupation when the initial survey will be undertaken and details of subsequent surveys as required by the Travel Plan and as set out in this Deed;
 - 5.9 The methods of carrying out the surveys for the purposes of Monitoring to include details of the equipment to be used the methods of collecting the data

and the methods for calculating the results of the Modal Shift as required by the Travel Plan to include:

- 5.9.1 Details of the initial survey to be carried out in accordance with the submitted Travel Plan and details specifying when the results of the survey shall be supplied to the Council;
- 5.9.2 Details of the Monitoring Survey for the purposes of calculating the Modal Shift and details of the methods for calculating the Modal Shift
- 5.9.3 The timing and dates of Monitoring surveys for the duration of the Travel Plan, the first such survey to be carried out no later than one year after first Occupation (or if later after 50% of the Development has been Occupied);
- 5.9.4 A Monitoring survey shall take place and results delivered to the Council at three years and five years following the first survey referred to at 5.9.3 above the results of which shall be supplied to the Council within 14 days of each Monitoring Survey;
- 5.10 The targets for achieving the Modal Shift as calculated in the Travel Plan which shall be submitted to and approved by the Council for the Development
- 6. If Monitoring does not take place at the time required by this Deed it shall be deemed to have taken place on the last day of the month in which it should have been carried out and to have disclosed a Car Ratio of 100%;
- 7. If Monitoring is not verified within the time required by this Deed it shall be deemed to have disclosed a Car Ratio of 100%;
- 8. If an Employee/Resident/User fails to return a completed questionnaire given to him for the purpose of Monitoring he shall be deemed for the purpose of calculating the Car Ratio to have travelled by Car;
- 9. Those parts of the Travel Plan that are identified as being capable of

implementation following Occupation of the Development shall be implemented in accordance with the timetable contained in the Travel Plan.

10. The Applicant shall continue to observe the requirements and obligations set out in the Travel Plan (or such amended plan as may be agreed by the Applicant and Council from time to time) for a period of not less than ten years following first Occupation (or if later, for a period commencing on the date of first Occupation and ending on the date being 10 years from the date that 50% of the Development is Occupied).
11. Following first Occupation of the Development the Travel Plan Co-ordinator shall monitor, implement and review the Travel Plan for a period of not less than ten years following first Occupation of the Development (or if later, for a period commencing on the date of first Occupation and ending on the date being 10 years from the date that 50% of the Development is Occupied) including undertaking the following:
 - 11.1 Within 2 months of first Occupation of the Development to provide written details of the Travel Plan to new occupiers of the Development; and
 - 11.2 To comply with the Monitoring and reporting requirements of the Travel Plan and to submit a written report in each instance to the Council to include:
 - 11.2.1 The Car Ratio disclosed by the Monitoring Surveys required by the Travel Plan and the Excess (if any) to include a statement setting out the Car Ratio and the basis on which it is calculated;
 - 11.2.2 A statistical summary of the methods of transport used by Employees/Residents/Users disclosed by any Monitoring or copies of any questionnaires completed by Employees/Residents/Users;
 - 11.2.3 The method for calculating the Car Ratio if Monitoring does not take place at the time required by this Deed

- 11.2.4 The method for calculating the Car Ratio If Monitoring is not verified within the time required by this Deed
- 11.2.5 The methods of monitoring the progress of the Travel Plan and in achieving the Modal Shift and identifying any amendments to the Travel Plan to be agreed in writing by the Council in the event that targets for achieving Modal Shift as set out in the agreed Travel Plan are not achieved
- 11.3 Using best endeavours to ensure that occupiers of the Development comply with the Travel Plan; and
- 11.4 Undertaking an annual review of the Travel Plan and providing a written report of this review to the Council for approval.
- 11.5 At the annual review of the Travel Plan, making such changes to the Travel Plan as the Council reasonably requires.
12. To co-operate with the Council in such manner and on such occasions as the Council reasonably require in the verification of the accuracy of any data used to assess the extent to which the objectives of the Travel Plan have been achieved
13. The Applicant shall pay a Travel Plan Monitoring Sum within 28 days of demand by the Council from time to time for the purpose of covering the Council's costs for reviewing the Monitoring Surveys and the Applicant's compliance with the terms of the Travel Plan.
14. The Applicant shall be responsible for the costs of Monitoring and auditing and any remuneration and expenses payable to the Travel Co-ordinator and the Auditor;
15. The Applicant shall deliver the Travel Plan Bond to the Council prior to Commencement of the Development.

16. In the event the Applicant either fails to comply with the requirements of the Travel Plan and the targets for Modal Shift as set out in the Travel Plan the Council may enforce the provisions of the Travel Plan Bond in order to recover the appropriate Remedial Payment in accordance with the following:

16.1 The Applicant shall pay to the Council a Remedial Payment in respect of any Excess Period within 28 days of the end of that Period;

16.2 If the measures taken to verify the results of Monitoring indicate the existence of an Excess which is materially different from the information in the statement certified on behalf of the Applicant then the Applicant acting by the Auditor shall (after carrying out such further surveys or investigations as the Auditor deems necessary) supply a recalculated Excess to the Council and any liability for a Remedial Payment shall be determined on the basis of the recalculated Excess;

16.3 If a Remedial Payment has been paid in respect of an Excess Period on the basis of an Excess certified by the Applicant and that Excess is subsequently recalculated by an Auditor the Applicant shall make an additional payment so as to correct any underpayment or overpayment;

17. The Applicant shall pay to the Council within 28 days of demand the Travel Plan Contribution in the event the Applicant has not entered into the Travel Plan Bond prior to Commencement of Development.

18. The Travel Plan Bond (or if applicable the Travel Plan Contribution) shall not be expended otherwise than on taking Remedial Measures.

19. Any unexpended portion of the Travel Plan Bond or Travel Plan Contribution shall be returned to the Applicant (with accrued interest) at the end of the Monitoring Period.

20. The Applicant shall be released absolutely from the Travel Plan Bond following the expiration of the monitoring Period.

APPENDIX 1

PO1

TO: HEAD OF DEVELOPMENT CONTROL
ENVIRONMENTAL SERVICES
LONDON BOROUGH OF HILLINGDON
CIVIC CENTRE ROOM A357
HIGH STREET UXBRIDGE
MIDDLESEX UB8 1UW

FORM

SECTION 106/278 LEGAL AGREEMENT

SITE ADDRESS: _____

PLANNING REFERENCE: _____

DESCRIPTION OF DEVELOPMENT: _____

DATE OF COMMITTEE AUTHORISATION: _____

SECTION 106 OBLIGATIONS: _____

DATE OF IMPLEMENTATION OF DEVELOPMENT: _____

SECTION 106/278 OBLIGATION:

(i) NOTIFIED TO THE COUNCIL: _____

(ii) SUBMITTED TO THE COUNCIL WITH THIS FORM: _____

NB: Please continue of separate sheet(s) if necessary.

**TICK BOX IF THIS FORM IS TO CONSTITUTE THE "FIRST NOTICE"
UNDER THE SECTION 278 HIGHWAY AGREEMENT IF THIS IS THE
"FIRST NOTICE" PLEASE ATTACH THE "FIRST PAYMENT" AS
SPECIFIED IN THE AGREEMENT**

☐

FOR COUNCIL USE

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

COST CODE: _____

PLANNING COSTS: _____

LEGAL COSTS: _____

OTHER COSTS (IDENTIFY): _____

MAINTENANCE COSTS (COMMUTED SUM)

INTEREST BEARING ACCOUNT FOR BENEFIT OF OBLIGATIONS

YES/NO

APPENDIX 2
DRAFT PLANNING PERMISSION

DRAFT

Mr Mike Woolner
25 Floral Street
London
United Kingdom
WC2E 9DS

Application Ref: 13226/APP/2012/2185

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:

Redevelopment of the site to provide an aggregate recycling and processing plant, asphalt plant and storage facility, gully waste recycling plant, aggregate storage facility, and term maintenance depot, with ancillary offices, structures and facilities, car and lorry parking, regrading, and landscaping.

Location of development: Former Powergen Site North Hyde Gardens Hayes

Date of application: 06 September 2012

Plan Numbers: See attached Schedule of plans

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

Draft Decision Notice produced: 8 April 2013

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

Amendments required: YES / NO

NOTES: (i) Please also see the informatives included in the Schedule of Conditions.

(ii) Should you wish to appeal against any of the conditions please read the attached sheet which explains the procedure.

(iii) This decision does not convey any approval or consent which may be required under any by-laws, building regulations or under any Act other than the Town and Country Planning Act 1990 (as amended).

TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)

GRANT OF PLANNING PERMISSION

Application Ref: 13226/APP/2012/2185

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 CWY14-001 Rev A1 - Site Layout; CWY14-002 Rev A3 - Site Elevations; CWY14-003 Rev A1 - Section; CWY14-004 Rev A2 - Asphalt Plant; CWY14-005 Rev A2 - Aggregate Store; CWY14-006 Rev A1 - Survey; CWY14-007 Rev A1 - Existing Site Sections; CWY14-010 Rev P2 - Delivery and Service Plan; CWY14-105 Rev P3 - Site Drainage; FAIR-BB-WB-001 Rev A - Weighbridge; FAIR-BB-OFF-003 Rev B - Office; FMC-PLAN-BB-02 Rev A - Aggregate Recycling Plant; SL810-24.08.12 - Washing Plant; A3-14687-A - Low Level Silo; TS-GA-01 - Gully Waste Plant; TS-GA-02 - Gully Waste Plant; TS-GA-06 - Gully Waste Plant; 662/DHA1 Rev C - Landscape Strategy, and shall thereafter be retained/maintained for as long as the development remains in existence.

REASON

To ensure the development complies with the provisions of the Hillingdon Local Plan (November 2012) and the London Plan (2011).

SCHEDULE OF CONDITIONS

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

Design and Access Statement
Drainage Assessment (UK14-17916 08/12)
Sustainability Statement (UK11-17199 08/12)
Ground Conditions Assessment and Land Remediation Strategy (UK11-17199 08/12)
Transport Assessment (May 2012)
Workplace Travel Plan (May 2012)
Transport Assessment Addendum (Dec 2012)
Response to TfLs Further Comments (11012840/LH)
Arboricultural Impact Assessment Report (211205-PD-11A 07/12)
Noise and Vibration Impact Assessment Report (UK11-17199 08/12)
Townscape and Visual Impact Assessment (UK11-17199 08/12)
Air Quality Impact Assessment Report (UK11-17199 08/12)
Flood Risk Assessment (August 2012)
Heritage Report (11137 08/12)
Planning Statement (11137/MW/sh 08/12)
Ecological Impact Assessment (UK11-17199 08/12)
Energy Statement (UK11-17199 08/12)
Environmental Site Assessment (11/07)
Drainage Strategy (LUK11-18423)

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

REASON

To ensure the development complies with the provisions of the Hillingdon Local Plan (November 2012) and the London Plan (2011).

- 4 No development shall take place until details, including samples, of all materials and external surfaces, including details of canopies, skips, and silos shall be submitted to and approved in writing by the Local Planning Authority. Thereafter the development shall be constructed in accordance with the approved details and be retained as such.

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

REASON

To safeguard the visual amenities of the area and to ensure that the proposed development does not have an adverse effect upon the appearance of the area in accordance with policy BE13 of the Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012).

SCHEDULE OF CONDITIONS

- 5 · No development shall take place until plans of the site showing the existing and proposed ground levels and the proposed finished floor levels of all proposed buildings have been submitted to and approved in writing by the Local Planning Authority. Such levels shall be shown in relation to a fixed and known datum point. Thereafter the development shall not be carried out other than in accordance with the approved details.

REASON

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

- 6 · No site clearance or construction work shall take place until the details have been submitted to, and approved in writing by, the Local Planning Authority with respect to:

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

Thereafter, the development shall be implemented in accordance with the approved details. The fencing shall be retained in position until development is completed. The area within the approved protective fencing shall remain undisturbed during the course of the works and in particular in these areas:

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

REASON

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

SCHEDULE OF CONDITIONS

- 7 · No development shall take place until a landscape scheme has been submitted to and approved in writing by the Local Planning Authority, in consultation with the Canal and River Trust. The scheme shall include: -
1. Details of Soft Landscaping
 - 1.a Planting plans (at not less than a scale of 1:100),
 - 1.b Written specification of planting and cultivation works to be undertaken,
 - 1.c Schedule of plants giving species, plant sizes, and proposed numbers/densities where appropriate
 2. Details of Hard Landscaping
 - 2.a Refuse Storage
 - 2.b Cycle Storage
 - 2.c Means of enclosure/boundary treatments
 - 2.d Car Parking Layouts (including demonstration that 5% of all parking spaces are served by electrical charging points)
 - 2.e Hard Surfacing Materials
 - 2.f External Lighting
 - 2.g Other structures (such as play equipment and furniture)
 3. Living Walls and Roofs
 - 3.a Details of the inclusion of living roofs
 4. Details of Landscape Maintenance
 - 4.a Landscape Maintenance Schedule for a minimum period of 5 years.
 - 4.b Proposals for the replacement of any tree, shrub, or area of surfacing/seeding within the landscaping scheme which dies or in the opinion of the Local Planning Authority becomes seriously damaged or diseased.
 5. Schedule for Implementation

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 BE4, BE13, BE38, AM14 and AM18 of the Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012) and policies 5.11 and 5.17 of the London Plan (2011).

SCHEDULE OF CONDITIONS

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

REASON

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

- 9 · Prior to the commencement of development, an ecological improvement scheme shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall show the provision of bat and bird boxes in appropriate locations, suitable additional planting and green roofs on the 12 aggregate storage bays (shown as yellow to the eastern boundary of the site, drawing no. CWY14-001). Thereafter the development shall be carried out and maintained in full accordance with the approved details.

REASON

In order to encourage a wide diversity of wildlife on the existing semi-natural habitat of the site in accordance with policy EM7 of the Hillingdon Local Plan: Part One (November 2012) and policy 7.19 of the London Plan (2011).

SCHEDULE OF CONDITIONS

- 10 · No development shall take place until a scheme for the provision and management of a buffer zone alongside the Yeading Brook and Grand Union Canal, as indicated on drawing CWY14-105 Rev P3 Site Drainage dated 7 Jan 2013, is submitted to and agreed in writing by the Local Planning Authority. Thereafter the development shall be carried out in accordance with the approved scheme, and any subsequent amendments shall be agreed in writing with the Local Planning Authority. The buffer zone scheme shall be free from built development including lighting, domestic gardens and formal landscaping. The scheme shall include:
- (i) plans showing the extent and layout of the buffer zone. The widths of the buffer zone must be as specified in drawing CWY14-105 Rev P3: Site Drainage dated 7 Jan 2013.
 - (ii) details of any proposed planting scheme (for example, native species).
 - (iii) details demonstrating how the buffer zone will be protected during development and managed/maintained over the longer term including adequate financial provision and named body responsible for management plus production of detailed management plan.

REASON

In order to encourage a wide diversity of wildlife on the existing semi-natural habitat of the site in accordance with policy EM7 of the Hillingdon Local Plan: Part One (November 2012) and policy 7.19 of the London Plan.

- 11 · Prior to development commencing, the applicant shall submit a demolition and construction management plan to the Local Planning Authority for its approval. The plan shall detail:
- (i) The phasing of development works
 - (ii) The hours during which development works will occur, in particular the arrivals and departures of construction related traffic.
 - (iii) A programme to demonstrate that the most valuable or potentially contaminating materials and fittings can be removed safely and intact for later re-use or processing.
 - (iv) Measures to prevent mud and dirt tracking onto footways and adjoining roads (including wheel washing facilities).
 - (v) A Traffic Management Plan detailing the management of access and egress to the site, access arrangements (vehicular and pedestrian), measures to control impacts on the free flow of traffic resulting from construction access (including measures to reduce the numbers of construction vehicles accessing the site during peak hours), and parking provisions for contractors during the development process.
 - (vi) Measures to reduce the impact of the development on local air quality and dust through minimising emissions throughout the demolition and construction process.
 - (vii) The storage of demolition/construction materials on site.

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

REASON

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

SCHEDULE OF CONDITIONS

- 12 The buildings 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 exercising its planning functions; to promote the well being of the area in pursuance of the Council's powers under section 2 of the Local Government Act 2000, to reflect the guidance contained in the Council's SPG on Community Safety By Design and to ensure the development provides a safe and secure environment in accordance with policies 7.1 and 7.3 of the London Plan (2011).

- 13 Prior to the commencement of the development hereby approved, a detailed surface water drainage scheme for the site, based on the agreed Flood Risk Assessment (August 2012) shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall subsequently be implemented in accordance with the approved details before the development is completed.

The scheme shall include a restriction in run-off and surface water storage on site as outlined in the FRA and shall incorporate sustainable urban drainage in accordance with the hierarchy set out in Policy 5.15 of the London Plan. Additionally it will:

- i. provide details of the surface water design and how it will be implemented to ensure no increase in flood risk from commencement of construction and during any phased approach to building.
- ii. provide a management and maintenance plan for the lifetime of the development of arrangements to secure the operation of the scheme throughout its lifetime.
- iii. provide details of the body legally responsible for the implementation of the management and maintenance plan.

The scheme shall also demonstrate the use of methods to minimise the use of potable water, and will:

- iv. incorporate water saving measures and equipment.
- v. provide details of water collection facilities to capture excess rainwater;
- vi. provide details of how rain and grey water will be recycled and reused in the development.

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

REASON

To ensure that surface water run off is controlled to ensure the development does not increase the risk of flooding contrary to policy EM6 of the Hillingdon Local Plan: Part 1 Strategic Policies (Nov 2012), and policy 5.12 of the London Plan (2011), and that it be handled as close to its source as possible in compliance with policy 5.13 of the London Plan (2011), and to conserve water supplies in accordance with policy 5.15 of the London Plan (2011).

SCHEDULE OF CONDITIONS

- 14 Prior to construction of the building hereby approved, full details of the proposed photovoltaic installation, including measures as to how the energy savings produced will be monitored, shall be submitted to and approved in writing by the Local Planning Authority. The photovoltaic panels shall thereafter be retained, maintained and monitored for the lifetime of the development.

REASON

To ensure a sustainable approach to energy efficiency and carbon reductions is met across the site, in accordance with policies 5.2 and 5.3 of the London Plan (2011).

- 15 Prior to the commencement of the development hereby permitted, full details of any proposed lighting and a CCTV scheme shall be submitted to and approved in writing by the Local Planning Authority in consultation with the Canal & River Trust. Such details shall include location, height, type and direction of light sources and intensity of illumination. Any lighting that is so installed shall not thereafter be altered without the prior consent in writing of the Local Planning Authority other than for routine maintenance which does not change its details. The approved lighting and CCTV scheme should be implemented prior to first occupation of the development. No floodlighting or other form of external lighting shall be installed.

REASON

To safeguard the amenity of surrounding properties in accordance with policies BE13 and OE1 of the Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012), and to protect the ecological value and canal setting of the area in accordance with policy EM7 of the Hillingdon Local Plan: Part One (November 2012).

- 16 Development shall not commence until details of access to building entrances (to include ramped/level approaches, signposting, types and dimensions of door width and lobby openings) to meet the needs of people with disabilities have been submitted to and approved in writing by the Local Planning Authority. The approved facilities should be provided prior to the occupation of the development and shall be permanently retained thereafter.

REASON

To ensure that people with disabilities have adequate access to the development in accordance with policy AM13 of the Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012), and policies 3.1, 3.8 and 7.2 of the London Plan (2011).

- 17 No raw materials, finished or unfinished products, parts, crates, packing materials or waste shall be kept on the site except within the buildings or storage areas specified on the approved plans.

REASON

In order to safeguard the amenities of the area in accordance with policy OE1 of the Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012), and policy 7.1 of the London Plan (2011).

SCHEDULE OF CONDITIONS

- 18 (i) The development hereby permitted shall not commence until a scheme to deal with contamination has been submitted in accordance with the Supplementary Planning Guidance Document Land Contamination and approved by the Local Planning Authority. The scheme shall include all of the following measures unless the LPA dispenses with any such requirement specifically and in writing:
- (a) A written method statement providing details of the remediation scheme and how the completion of the remedial works will be verified, including how to deal with the risks associated with contamination of controlled waters, shall be agreed in writing with the LPA prior to commencement, along with details of a watching brief to address undiscovered contamination.
- (ii) If during development works contamination not addressed in the submitted remediation scheme is identified, the updated watching brief shall be submitted and an addendum to the remediation scheme shall be agreed with the LPA prior to implementation; and
- (iii) All works which form part of the remediation scheme shall be completed and a comprehensive verification report shall be submitted to the Council's Environmental Protection Unit before any part of the development is occupied or brought into use unless the LPA dispenses with any such requirement specifically and in writing.

REASON: To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems and the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors in accordance with policy OE11 of the Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012).

- 19 All imported soils used for landscaping purposes including soils shall be clean and free of contamination.

REASON

To ensure that the users of the development are not subject to any risks from soil contamination in accordance with policy OE11 of the Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012).

- 20 The development shall not be occupied until the noise mitigation measures outlined in the Noise and Vibration Impact Assessment Report (UK11-17199 08/12) have been implemented, and thereafter shall be retained and maintained in good working order for so long as the site remains in use.

REASON

To safeguard the amenity of the surrounding area in accordance with policy OE1 of the Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012) and policy 7.15 of the London Plan (2011).

SCHEDULE OF CONDITIONS

- 21 · Prior to the occupation of the development, a scheme for the monitoring of noise emissions from the site shall be submitted to and approved by the Local Planning Authority, and thereafter the scheme shall be implemented for so long as the development is available for use.

REASON

To safeguard the amenity of the surrounding area in accordance with policy OE1 of the Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012) and policy 7.15 of the London Plan (2011).

- 22 · Before any part of the development is occupied an environmental fleet management plan shall be submitted for approval to the Local Planning Authority. The scheme shall include details of the use of low emission vehicle technologies (e.g. use of electric and/or hybrid vehicles where appropriate, installation of electric charging points), environmentally aware driver training scheme (e.g. no idling), and fleet servicing and maintenance regime. The said scheme shall be implemented for so long as the development is available for use.

REASON: In order to protect the amenities of local residents, in accordance with policy OE1 of the Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012) and policy 7.14 of the London Plan (2011).

- 23 · Before the development is commenced, details of all mitigation measures to off-set the identified deterioration in air quality as a result of the development shall be submitted to and approved by the Local Planning Authority. The submitted details should include the impact of the final energy provision at the site and impacts on the road junction. The mitigation measures shall be integrated within the area affected by the development and thereafter permanently retained and maintained.

REASON: In order to protect the amenities of local residents, in accordance with policy OE1 of the Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012) and policy 7.14 of the London Plan (2011).

- 24 · The maximum throughput of waste shall not exceed 300,000 tonnes per annum and the site shall not produce more than 300,000 tonnes of asphalt per annum.

REASON:

In order to safeguard the air quality of the area, in accordance with policy EM8 of the Hillingdon Local Plan: Part One (November 2012) and policy 7.14 of the London Plan (2011), and to maintain the free-flow of the highways network, in accordance with policies AM2 and AM7 of the Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012) and chapter 6 of the London Plan (2011).

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).

SCHEDULE OF CONDITIONS

- 2 The decision to GRANT planning permission has been taken having regard to the policies and proposals in the Hillingdon Unitary Development Plan Saved Policies (September 2007) set out below, including Supplementary Planning Guidance, and to all relevant material considerations, including the London Plan (July 2011) and national guidance.
- AM2 Development proposals - assessment of traffic generation, impact on congestion and public transport availability and capacity
- AM7 Consideration of traffic generated by proposed developments.
- AM8 Priority consideration to pedestrians in the design and implementation of road construction and traffic management schemes
- AM9 Provision of cycle routes, consideration of cyclists' needs in design of highway improvement schemes, provision of cycle parking facilities
- AM12 Promotion of traffic management measures which give priority to buses
- AM13 AM13 Increasing the ease of movement for frail and elderly people and people with disabilities in development schemes through (where appropriate): -
(i) Dial-a-ride and mobility bus services
(ii) Shopmobility schemes
(iii) Convenient parking spaces
(iv) Design of road, footway, parking and pedestrian and street furniture schemes
- AM14 New development and car parking standards.
- AM15 Provision of reserved parking spaces for disabled persons
- AM18 Developments adjoining the Grand Union Canal - securing facilities for canal borne freight
- BE4 New development within or on the fringes of conservation areas
- BE10 Proposals detrimental to the setting of a listed building
- BE13 New development must harmonise with the existing street scene.
- BE19 New development must improve or complement the character of the area.
- BE21 Siting, bulk and proximity of new buildings/extensions.
- BE25 Modernisation and improvement of industrial and business areas
- BE34 Proposals for development adjacent to or having a visual effect on rivers
- BE35 Major development proposals adjacent to or visible from major road and rail connections to Heathrow and central London
- BE38 Retention of topographical and landscape features and provision of new planting and landscaping in development proposals.
- LE1 Proposals for industry, warehousing and business development
- LE2 Development in designated Industrial and Business Areas
- LE7 Provision of planning benefits from industry, warehousing and

SCHEDULE OF CONDITIONS

	business development
MIN16	Waste recycling and disposal - encouragement of efficient and environmentally acceptable facilities
OE1	Protection of the character and amenities of surrounding properties and the local area
OE3	Buildings or uses likely to cause noise annoyance - mitigation measures
OE8	Development likely to result in increased flood risk due to additional surface water run-off - requirement for attenuation measures
OE11	Development involving hazardous substances and contaminated land - requirement for ameliorative measures
>>	London Plan (2011) Policies
LPP 2.6	(2011) Outer London: vision and strategy
LPP 2.7	(2011) Outer London: economy
LPP 2.8	(2011) Outer London: Transport
LPP 2.17	(2011) Strategic Industrial Locations
LPP 4.1	(2011) Developing London's economy
LPP 4.4	(2011) Managing Industrial Land & Premises
LPP 5.1	(2011) Climate Change Mitigation
LPP 5.2	(2011) Minimising Carbon Dioxide Emissions
LPP 5.3	(2011) Sustainable design and construction
LPP 5.5	(2011) Decentralised energy networks
LPP 5.7	(2011) Renewable energy
LPP 5.12	(2011) Flood risk management
LPP 5.13	(2011) Sustainable drainage
LPP 5.16	(2011) Waste self-sufficiency
LPP 5.17	(2011) Waste capacity
LPP 5.20	(2011) Aggregates
LPP 5.21	(2011) Contaminated land
LPP 6.1	(2011) Strategic Approach
LPP 6.3	(2011) Assessing effects of development on transport capacity
LPP 6.5	(2011) Funding Crossrail and other strategically important transport infrastructure
LPP 6.9	(2011) Cycling
LPP 6.10	(2011) Walking
LPP 6.11	(2011) Smoothing Traffic Flow and Tackling Congestion and reducing traffic
LPP 6.12	(2011) Road Network Capacity
LPP 6.13	(2011) Parking

SCHEDULE OF CONDITIONS

LPP 6.14	(2011) Freight strategy
LPP 7.1	(2011) Building London's neighbourhoods and communities
LPP 7.2	(2011) An inclusive environment
LPP 7.3	(2011) Designing out crime
LPP 7.4	(2011) Local character
LPP 7.7	(2011) Location and design of tall and large buildings
LPP 7.8	(2011) Heritage assets and archaeology
LPP 7.14	(2011) Improving air quality
LPP 7.15	(2011) Reducing noise and enhancing soundscapes
LPP 7.19	(2011) Biodiversity and access to nature
LPP 7.24	(2011) Blue Ribbon Network
LPP 7.26	(2011) Increasing the use of the Blue Ribbon Network for freight transport
LPP 7.28	(2011) Restoration of the Blue Ribbon Network
LPP 8.2	(2011) Planning obligations
LPP 8.3	(2011) Community infrastructure levy

- 3 . You are advised this permission is based on the dimensions provided on the approved drawings as numbered above. The development hereby approved must be constructed precisely in accordance with the approved drawings. Any deviation from these drawings requires the written consent of the Local Planning Authority.
- 4 . Your attention is drawn to the need to comply with the relevant provisions of the Building Regulations, the Building Acts and other related legislation. These cover such works as - the demolition of existing buildings, the erection of a new building or structure, the extension or alteration to a building, change of use of buildings, installation of services, underpinning works, and fire safety/means of escape works. Notice of intention to demolish existing buildings must be given to the Council's Building Control Service at least 6 weeks before work starts. A completed application form together with detailed plans must be submitted for approval before any building work is commenced. For further information and advice, contact - Planning & Community Services, Building Control, 3N/01 Civic Centre, Uxbridge (Telephone 01895 250804).
- 5 . The development hereby approved may be subject to the Construction (Design and Management) Regulations 1994, which govern health and safety through all stages of a construction project. The regulations require clients (ie. those, including developers, who commission construction projects) to appoint a planning supervisor and principal contractor who are competent and adequately resourced to carry out their health and safety responsibilities. Further information is available from the Health and Safety Executive, Rose Court, 2 Southwark Bridge Road, London, SE1 9HS (telephone 020 7556 2100).

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- 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.

- 7 . You should contact Thames Water Utilities and the Council's Building Control Service regarding any proposed connection to a public sewer or any other possible impact that the development could have on local foul or surface water sewers, including building over a public sewer. Contact: - The Waste Water Business Manager, Thames Water Utilities plc, Kew Business Centre, Kew Bridge Road, Brentford, Middlesex, TW8 0EE. Building Control Service - 3N/01, Civic Centre, High Street, Uxbridge, UB8 1UW (tel. 01895 250804).
- 8 . You are advised that, pursuant to the Land Drainage Act 1976, details of any works affecting the beds, banks and flow of the river, including details of any outfall structures discharging into the watercourse, should be submitted to the Environment Agency, Planning Liaison Officer, Thames Region, Howard House, 10/11 Albert Embankment, London SE1 7TG.
- 9 . A licence must be obtained from the Highway Authority before any works are carried out on any footway, carriageway, verge or other land forming part of the public highway. This includes the erection of temporary scaffolding, hoarding or other apparatus in connection with the development for which planning permission is hereby granted. For further information and advice contact: - Highways Maintenance Operations, 4W/07, Civic Centre, Uxbridge, UB8 1UW.
- 10 . As the application site is within a conservation area, not less than 6 weeks notice must be given to the Local Planning Authority of any intention to cut down, top, lop or uproot or otherwise damage or destroy any trees on the application site. Please contact the Trees & Landscape Officer, Planning & Community Services, 3N/02, Civic Centre,

SCHEDULE OF CONDITIONS

Uxbridge, UB8 1UW for further advice.

- 11 . Compliance with Building Regulations 'Access to and use of buildings' and Disability Discrimination Act 1995 for commercial and residential development.

You are advised that the scheme is required to comply with either:-

- The Building Regulations 2000 Approved Document Part M 'Access to and use of buildings', or with
- BS 8300:2001 Design of buildings and their approaches to meet the needs of disabled people - Code of practice. AMD 15617 2005, AMD 15982 2005.

These documents (which are for guidance) set minimum standards to allow residents, workers and visitors, regardless of disability, age or gender, to gain access to and within buildings, and to use their facilities and sanitary conveniences.

You may also be required make provisions to comply with the Disability Discrimination Act 1995. The Act gives disabled people various rights. Under the Act it is unlawful for employers and persons who provide services to members of the public to discriminate against disabled people by treating them less favourably for any reason related to their disability, or by failing to comply with a duty to provide reasonable adjustments. This duty can require the removal or modification of physical features of buildings provided it is reasonable.

The duty to make reasonable adjustments can be effected by the Building Regulation compliance. For compliance with the DDA please refer to the following guidance: -

- The Disability Discrimination Act 1995. Available to download from www.opsi.gov.uk
- Disability Rights Commission (DRC) Access statements. Achieving an inclusive environment by ensuring continuity throughout the planning, design and management of building and spaces, 2004. Available to download from www.drc-gb.org.
- Code of practice. Rights of access. Goods, facilities, services and premises. Disability discrimination act 1995, 2002. ISBN 0 11702 860 6. Available to download from www.drc-gb.org.
- Creating an inclusive environment, 2003 & 2004 - What it means to you. A guide for service providers, 2003. Available to download from www.drc-gb.org.

This is not a comprehensive list of Building Regulations legislation. For further information you should contact Building Control on 01895 250804.

- 12 . The developer is requested to maximise the opportunities to provide high quality work experience for young people (particularly the 14 - 19 age group) from the London Borough of Hillingdon, in such areas as bricklaying, plastering, painting and decorating, electrical installation, carpentry and landscaping in conjunction with the Hillingdon Education and Business Partnership.

Please contact: Mr Peter Sale, Chief Executive Officer, Hillingdon Training Ltd:
contact details - c/o Hillingdon Training Ltd, Unit A, Eagle Office Centre, The Runway,

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South Ruislip, HA4 6SE Tel: 01895 671 976 email:
petersale@hillingdontraining.co.uk.

13 . Flood Defence Consent:

Please note that in addition to planning permission, under the terms of the Water Resources Act 1991, and the Thames Region Land Drainage Byelaws 1981, prior written consent of the Environment Agency is required for any proposed works or structures, in, under, over or within 8 metres of the top of the bank/foreshore of the Yeading Brook, designated a main river .

The applicant is advised to contact PSO-Thames@environment-agency.gov.uk for more information regarding Flood Defence Consents.

14 . Environmental Permitting:

This development will require a permit from the Environment Agency under the Environmental Permitting (England and Wales) Regulations 2010. The operator of a permitted site must have appropriate measures in place to prevent pollution to the environment, harm to human health the quality of the environment, detriment to the surrounding amenity, offence to a human sense or damage to material property. Further guidance is available on our website.

The proposed development is not eligible for a standard rules permit (our reference SR2010No12) because the site is located within three Air Quality Management Areas: Ealing, Hillingdon and Hounslow. The site operator must apply for a bespoke permit before commencing operations at this location. The site is in a very sensitive area and a full environmental risks assessment must be completed in support of the permit application.

Guidance on our application procedure is available on our website. We use operational risk appraisals to determine the charges applicable to a bespoke permit. The applicant is advised to contact Richard Cattan (Environment Officer) on 01707 632480 to discuss the issues likely to be raised.

15 . Abstraction License:

If the applicant intends to abstract more than 20 cubic metres of water per day from a surface water source (e.g. stream or drain) or from underground strata (via borehole or well) for any particular purpose e.g. dust suppression, then an abstraction license from us will be needed. There is no guarantee that a license will be granted as this is dependent on available water resources and existing protected rights. The applicant is advised to contact our National Customer Contact Centre on 03708 506 506 for more information regarding abstraction licenses.

16 . Canal and River Trust:

The applicant/developer should refer to the current Canal & River Trust 'Code of Practice for Works affecting the Canal & River Trust' to ensure that any necessary consents are obtained (<http://canalrivertrust.org.uk/about-us/for-businesses/undertaking-works-on-our-property>).

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17 . Cranes:

Given the nature of the proposed development it is possible that a crane may be required during its construction. We would, therefore, draw the applicant's attention to the requirement within the British Standard Code of Practice for the safe use of Cranes, for crane operators to consult the aerodrome before erecting a crane in close proximity to an aerodrome. This is explained further in Advice Note 4, 'Cranes and Other Construction Issues' (available at <http://www.aoa.org.uk/policy-safeguarding.htm>).

18 . Landscaping:

The development is close to the airport and the landscaping which it includes may attract birds which in turn may create an unacceptable increase in birdstrike hazard. Any such landscaping should, therefore, be carefully designed to minimise its attractiveness to hazardous species of birds.

Your attention is drawn to Advice Note 3, 'Potential Bird Hazards: Amenity Landscaping and Building Design' (available at <http://www.aoa.org.uk/policy-safeguarding.htm>).

END OF SCHEDULE

Address:

Planning, Environment, Education & Community
Services
London Borough of Hillingdon
3 North Civic Centre, High Street, Uxbridge UB8 1UW
Tel: 01895 250230

GRANT OF PLANNING PERMISSION

Application Ref.No.: 13226/APP/2012/2185

SCHEDULE OF PLANS

Site Location Plan - received 05 Sep 2012

Existing Site Photographs - received 05 Sep 2012

Drainage Strategy (LUK11-18423) - received 07 Jan 2013

CWY14-105 Rev P3 - Site Drainage - received 07 Jan 2013

Design and Access Statement - received 05 Sep 2012

Drainage Assessment (UK14-17916 08/12) - received 05 Sep 2012

Sustainability Statement (UK11-17199 08/12) - received 05 Sep 2012

Ground Conditions Assessment and Land Remediation Strategy (UK11-17199 08/12) - received 05 Sep 2012

Transport Assessment (May 2012) - received 05 Sep 2012

Workplace Travel Plan (May 2012) - received 05 Sep 2012

Arboricultural Impact Assessment Report (211205-PD-11A 07/12) - received 05 Sep 2012

Noise and Vibration Impact Assessment Report (UK11-17199 08/12) - received 05 Sep 2012

Townscape and Visual Impact Assessment (UK11-17199 08/12) - received 05 Sep 2012

Air Quality Impact Assessment Report (UK11-17199 08/12) - received 05 Sep 2012

CWY14-005 Rev A2 - Aggregate Store - received 05 Sep 2012

FMC-PLAN-BB-02 Rev A - Aggregate Recycling Plant - received 05 Sep 2012

CWY14-004 Rev A2 - Asphalt Plant - received 05 Sep 2012

CWY14-007 Rev A1 - Existing Site Sections - received 05 Sep 2012

CWY14-006 Rev A1 - Survey - received 05 Sep 2012

FAIR-BB-OFF-003 Rev B - Office - received 05 Sep 2012

CWY14-002 Rev A3 - Site Elevations - received 05 Sep 2012

CWY14-003 Rev A1 - Section - received 05 Sep 2012

CWY14-001 Rev A1 - Site Layout - received 05 Sep 2012

SL810-24.08.12 - Washing Plant - received 05 Sep 2012

FAIR-BB-WB-001 Rev A - Weighbridge - received 05 Sep 2012

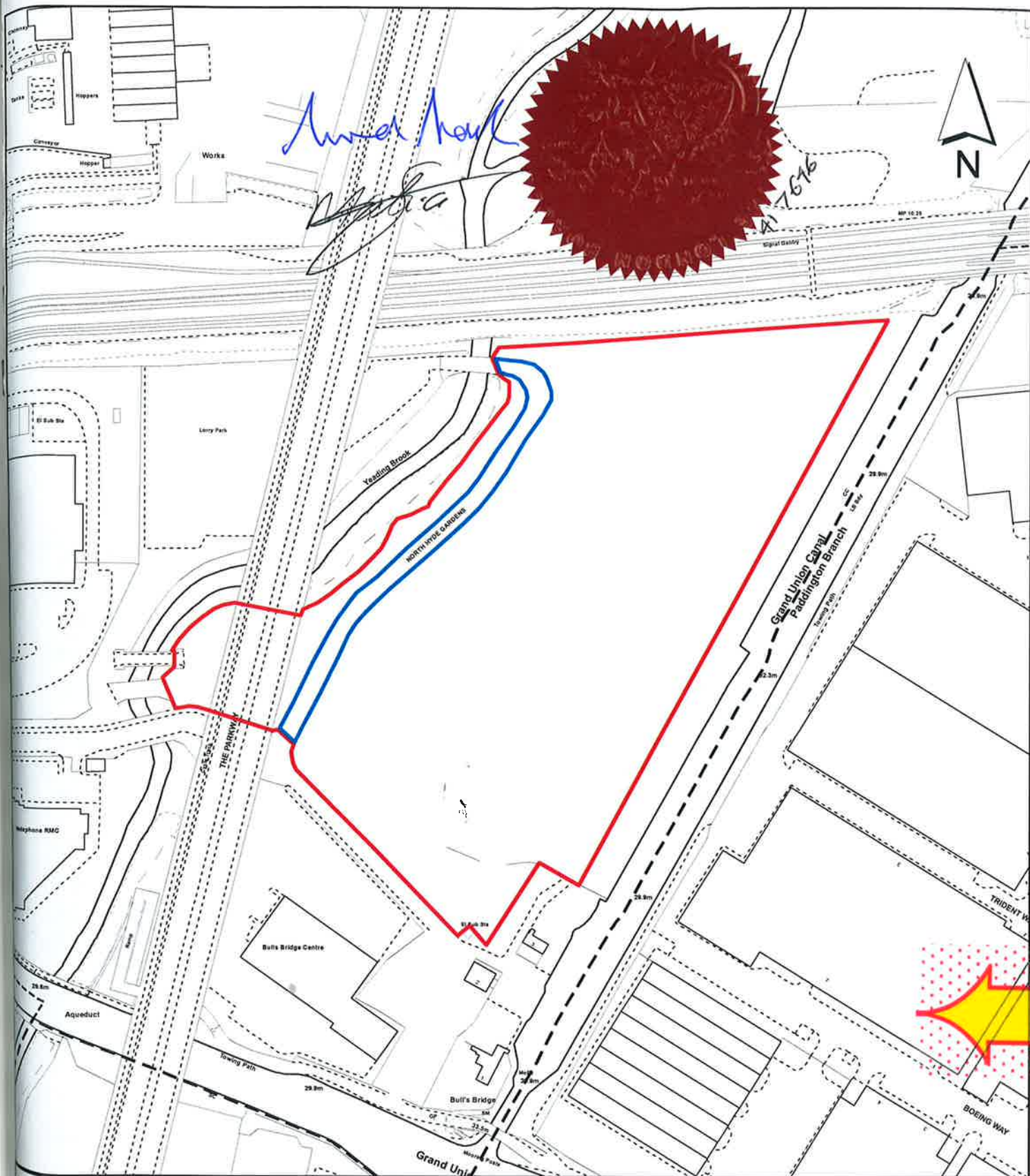
Block Plan - received 05 Sep 2012

A3-14687-A - Low Level Silo - received 05 Sep 2012

Flood Risk Assessment (August 2012) - received 05 Sep 2012

TS-GA-01 - Gully Waste Plant - received 05 Sep 2012
TS-GA-02 - Gully Waste Plant - received 05 Sep 2012
TS-GA-06 - Gully Waste Plant - received 05 Sep 2012
662/DHA1 Rev C - Landscape Strategy - received 05 Sep 2012
Heritage Report (11137 08/12) - received 05 Sep 2012
Planning Statement (11137/MW/sh 08/12) - received 05 Sep 2012
Ecological Impact Assessment (UK11-17199 08/12) - received 05 Sep 2012
Energy Statement (UK11-17199 08/12) - received 05 Sep 2012
Environmental Site Assessment (11/07) - received 05 Sep 2012
Transport Assessment Addendum (Dec 2012) - received 31 Dec 2012
Response to TfLs Further Comments (11012840/LH) - received 15 Feb 2013
CWY14-010 Rev P2 - Delivery and Service Plan - received 21 Mar 2013

APPENDIX 3
PLAN



Notes

- Site Plan
- Road Freehold Ownership

Site Address

**Former Powergen Site
North Hyde Gardens
Hayes**

**LONDON BOROUGH
OF HILLINGDON**

Residents Services

Civic Centre, Uxbridge, Middx. UB8 1UW
Telephone No.: Uxbridge 250111

Description

Section 106 Plan

scale

1:2,000

date

July 2013



HILLINGDON
LONDON