

DATED

10 May

2021

HOWARTH HOMES PLC

and

W. E. BLACK FINANCE 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**

**WESTCOMBE HOUSE 36-38 WINDSOR STREET UXBRIDGE
13544/APP/2020/1701**

Attn: Harjinder Samra
Planning & Corporate Team
Legal Services
London Borough of Hillingdon
Civic Centre
High Street
Uxbridge
Middlesex
Ref: 3E/04/HS/018030



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

10 May 2021

- (1) **HOWARTH HOMES PLC** (Co. Regn. No. 02274807) a company registered in England whose registered office is situated at Waterside House, 20 Riverside Way, Uxbridge, Middlesex UB8 2YF ("the Owner"); and
- (2) **W. E. BLACK FINANCE LIMITED** (Co. Regn. No.00425267) a company registered in England whose registered office is situated at Hawridge Place, Hawridge Common, Hawridge, Chesham, Buckinghamshire HP5 2ZD ("the Mortgagee"); and
- (4) **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 Owner has a freehold interest in that part of the Land registered under Title Number AGL42402 at the Land Registry.
- C The Mortgagee has an interest in the Land by way of a legal charge dated 6 August 2018 between the Owner and the Mortgagee and is willing to be a party to this Deed.
- D On 2 October 2020 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.
- E The Owner intends to develop the Land pursuant to the Planning Permission.
- F The Council resolved at its Central and South Planning Committee meeting on 3 December 2020 to delegate authority to determine the Planning Application to the Head of Planning Transportation and Regeneration 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 (as amended);
"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) archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination adverse ground conditions repair construction of temporary fencing or hoardings, services diversions, site clearance and preparation and demolition and "Commence" and "Commencement" shall be construed accordingly;
"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;
"Deputy Chief Executive and Director of Resident Services"	means the Council's Deputy Chief Executive and Director of Resident Services or such person as the Council designates as undertaking this role

"Development"	means the development authorised by the Planning Permission or any future planning permission subsequently issued for the Development under section 73 of the Act;
"Dwelling"	means a residential dwelling (including a house flat or maisonette) to be constructed or retained pursuant to the Planning Permission;
"Form PO1"	means the form in the substantial format set out in Annex 1;
"Interest"	means interest at 4% above the base lending rate of Lloyds Bank PLC from time to time;
"Land"	means the land and part of the building at Westcombe House, 36-38 Windsor Street Uxbridge registered under title no. AGL42402 at the Land Registry which is within the area edged red on the Plan;
"Occupation"	means occupation of the Land for the purposes permitted by the Planning Permission and "Occupy" "Occupier" and "Occupied" shall be construed accordingly;
"Parking Permit"	means a resident's parking permit issued by the Council (which for the avoidance of doubt does not include a disabled person's badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970 as amended) as set out in Schedule 1 of this Deed;
"Plan"	means the Plan attached to this Deed at Annex 2 ;

"Planning Application"	means the application for planning permission for Retention of show flat for Westcombe House as a self contained residential unit (C3 use) involving alterations to elevations under the Council's reference number 13544/APP/2020/1701 ;
"Planning Permission"	means the planning permission to be granted pursuant to the Planning Application in the substantial form set out in Annex 3;
"Section 106 Reference"	means the planning application reference number 13544/APP/2020/1701
"Specified Date"	means the date upon which an obligation arising under this Deed is due to be performed;
"VAT"	means Value Added Tax.

- 1.2** Unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and words denoting any one gender shall include all genders and words denoting persons shall include bodies corporate, unincorporated associations and partnerships.
- 1.3** References in this Deed to any statute or statutory provision shall be construed as a reference to the same as it may from time to time be amended, extended, modified, consolidated or re-enacted whether before or at the date of this Deed
- 1.4** Unless the context otherwise requires, reference to any clause, paragraph, sub-clause or schedule or appendix is a reference to a clause, paragraph, sub-clause, schedule or appendix of or to this Deed

- 1.5 The headings in this document are inserted for convenience only and shall not affect the construction or interpretation of this Deed.
- 1.6 Where a party includes more than one person named as a party any obligations of that party shall be joint and several unless there is an express provision otherwise.
- 1.7 References to any party to this Deed shall include the successors in title to that party and to any 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 Owner 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 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 obligation of the Owner 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 Owner and their successors in title to the Land
- 2.2 The covenants, restrictions and requirements imposed upon the Owner 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 Owner without limit of time.

3. CONDITIONALITY

The obligations contained in the Schedules to this Deed are subject to and conditional upon:

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

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

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 Owner 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 Owner.

4.4 Nothing in this Deed shall be construed as a grant of planning permission.

4.5 Unless expressly agreed otherwise in this Deed, the covenants in this Deed shall be enforceable without any limit of time against the Owner and any successors in title to the Land and assigns of the Owner or any person corporate or otherwise claiming title through or under the Owner an interest or estate to the Land or any part or parts of the Land as if that person had also been an original covenanting party in respect of the interest or estate for the time being held by that person.

- 4.6 No party to this Deed nor any of its successors in title nor any person deriving title from or under them shall be liable for any breach of any of the planning obligations or other obligations contained in this Deed after it shall have parted with its entire interest in the Land but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 4.7 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission is quashed or revoked or otherwise withdrawn or (without the consent of the Owner or their successors in title) is modified by any statutory procedure or expires prior to Commencement of Development.
- 4.8 Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.
- 4.9 In the event of the planning obligations contained in this Deed being modified a note or memorandum thereof shall be endorsed upon this Deed.
- 4.10 This Deed cannot be amended or discharged without the prior consent in writing of the 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 Land to observe and perform the obligations contained in clause 6 and the schedules of this Deed.

6. COSTS

The Owner 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.

7. REGISTRATION OF DEED

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

8. RIGHT OF ACCESS

Without prejudice to the Council's statutory rights of entry the Owner 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. EXPERT DETERMINATION

- 9.1 All disputes, differences or questions arising out of this Deed or as to the rights or obligations of the parties under it or in connection with its construction shall be referred to determination by a single appointed expert to be agreed between the parties or, failing agreement, within twenty one (21) days by an expert to be appointed at the request of any party by the President of The Royal Institution of Chartered Surveyors (or by the President of the Institution of Civil Engineers if the dispute relates to the Highway Works) as the case may be having due regard to any representations made to him as to the appropriate qualifications of such expert. Such expert to make a finding as an expert which finding shall (except in the case of manifest error) be binding on both parties including a finding as to the apportionment of costs of the determination process.

10. THIRD PARTIES

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

11. NOTICES

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

- a) Council: Deputy Chief Executive and Director of Resident Services, London Borough of Hillingdon, Civic Centre, High Street, Uxbridge, Middlesex, UB8 1UW and shall cite the Section 106 Reference for this Deed; and
- b) Owner at Waterside House, 20 Riverside Way, Uxbridge, Middlesex UB8 2YF; and
- or such other address as either may notify to the other from time to time.
- c) Mortgagee at Hawridge Place, Hawridge Common, Hawridge, Chesham, Buckinghamshire HP5 2ZD.

12. FORM PO1

Prior to Commencement of the Development the Owner shall notify the Council that they intend to Commence the Development by completing and sending Form PO1 to the Council in accordance with clause 11 above and shall cite the Section 106 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 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.

14. INTEREST

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

15. VAT

- 15.1 All consideration given in accordance with the terms of this Deed shall be exclusive of any VAT properly payable.
- 15.2 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.

16. JURISDICTION

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

17. MORTGAGEE'S CONSENT

The Mortgagee acknowledges and declares that this Deed has been entered into by the Owner with its consent and that the Land shall be bound by the obligations contained in this Deed and that the security of its charge over the Land shall take effect subject to this Deed 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 Owner.

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



SCHEDULE 1
PARKING PERMIT RESTRICTIONS

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

1. Upon completion of this Deed not to apply to the Council for a Parking Permit in respect of any Dwelling nor to knowingly permit any owner or occupier of the Dwelling to apply to the Council for a Parking Permit and if such a permit is issued in respect of the Dwelling it shall be surrendered to the Council within seven (7) days of written demand.
2. That all material used for advertising or marketing the Dwellings for letting or sale will notify prospective owners and occupiers that they will not be entitled to apply for a Parking Permit.
3. That in respect of every freehold transfer or lease granted assigned transferred or otherwise provided in respect of 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"



APPENDIX 1

FORM PO 1

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

FORM

PO1

SECTION 106/278 LEGAL AGREEMENT

SITE ADDRESS: _____

PLANNING REFERENCE: _____

DESCRIPTION OF DEVELOPMENT: _____

DATE OF COMMITTEE AUTHORISATION: _____

SECTION 106 OBLIGATIONS:

DATE OF IMPLEMENTATION OF DEVELOPMENT: _____

SECTION 106/278 OBLIGATION:

(I) NOTIFIED TO THE COUNCIL: _____

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

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

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

☐

FOR COUNCIL USE

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

COST CODE: _____

PLANNING COSTS: _____

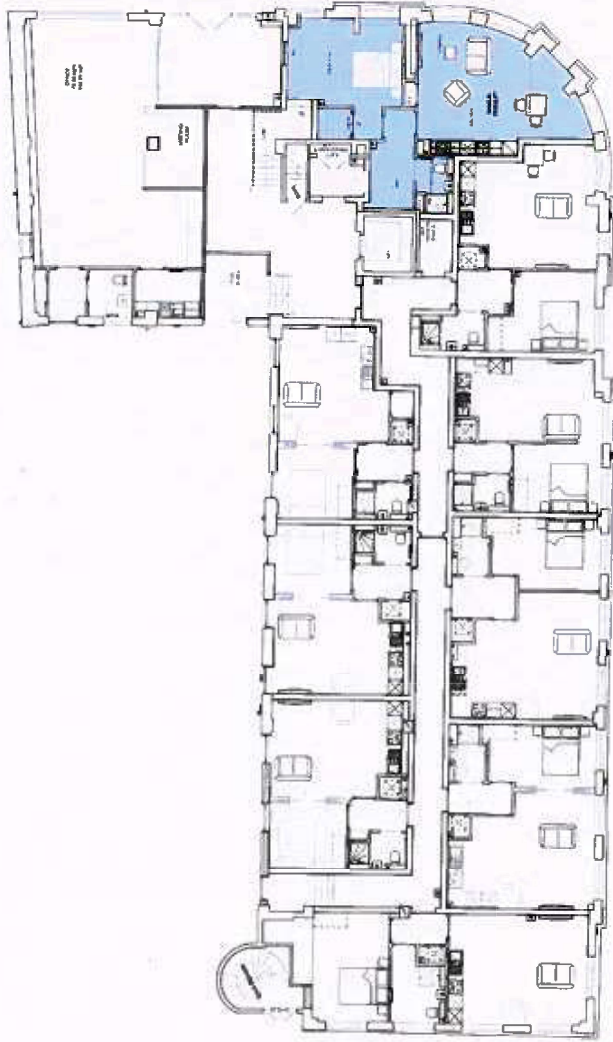
LEGAL COSTS: _____

OTHER COSTS (IDENTIFY): _____

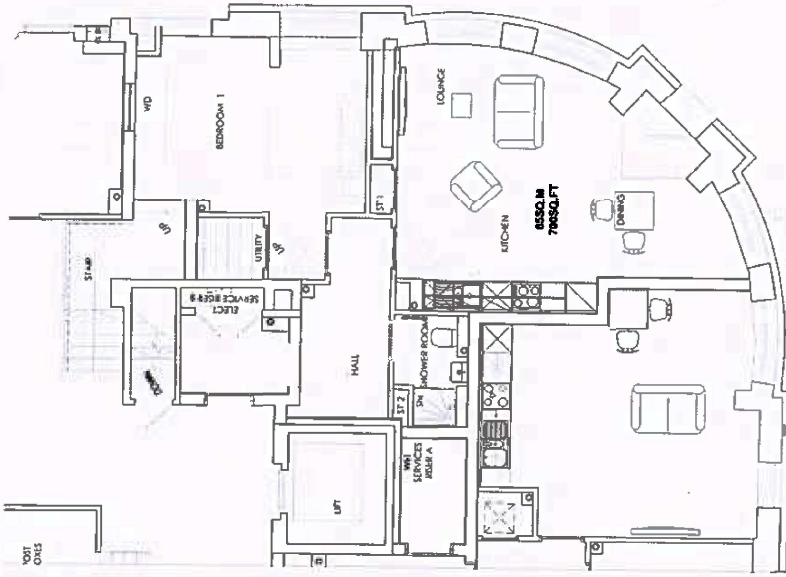
MAINTENANCE COSTS (COMMUTED SUM)

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

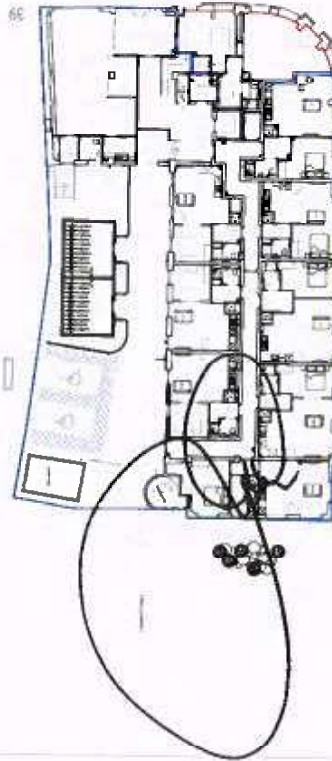
ANNEX 2
PLAN



Existing ground floor plan - 1:100



Existing apartment layout - 1:50



Location plan - 1:200

MEMBER OF
THE COUNCIL
AUTHORISED
OFFICER

S. E. E.

[Signature]

DISCLAIMER This document is for planning purposes only. It is not a contract and does not guarantee the accuracy of the information provided. The Council is not responsible for any errors or omissions in this document. The Council is not responsible for any actions taken by third parties in reliance on this document.		PROGRESS PLANNING Land & Development Progress Planning Waterside House 20 Riverside Way Garage L00 27F		Project Title Waterside Street, Duxford		Drawing Title Location plan and existing floor plan		Drawing Status Planning	
Rev A		Date 28.05.20		Project Number 3032		Drawing Number 3032.MTW.101		Scale 1:100	
Rev B		Date 20.05.2020		Project Number 3032		Drawing Number 3032.MTW.101		Scale 1:100	
Rev C		Date 20.05.2020		Project Number 3032		Drawing Number 3032.MTW.101		Scale 1:100	



ANNEX 3
DRAFT PLANNING PERMISSION

DRAFT

Mr Richard Conroy
Progress Planning
Waterside House
Riverside Way
Uxbridge UB8 2YF

Application Ref: 13544/APP/2020/1701

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:

Retention of show flat for Westcombe House as a self contained residential unit (C3 use)

Location of development: Westcombe House, 36-38 Windsor Street Uxbridge

Date of application: 29 July 2020

Plan Numbers: See attached Schedule of plans

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

Draft Decision Notice produced: 19 April 2021

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: 13544/APP/2020/1701

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 3032.WIN.100 and 3032.WIN.101 Rev. B and shall thereafter be retained/maintained for as long as the development remains in existence.

REASON

To ensure the development complies with the provisions of the Hillingdon Local Plan Part 1 (2012), Part 2 (2020) and the London Plan (2016).

INFORMATIVES:

1. On this decision notice policies from the Councils Local Plan: Part 1 - Strategic Policies appear first, then relevant Local Plan Part 2 (2020), then London Plan Policies (2016). Hillingdon's Full Council adopted the Hillingdon Local Plan: Part 1 - Strategic Policies on 8 November 2012 and the Hillingdon Local Plan Part 2 on 16 January 2020.
2. 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).
3. The decision to GRANT planning permission has been taken having regard to the policies and proposals in the Hillingdon Local Plan Part 1 (2012) and Part 2 (2020) set out below, including Supplementary Planning Guidance, and to all relevant material considerations, including The London Plan - The Spatial Development Strategy for London consolidated with alterations since 2011 (2016) and national guidance.

DMHB 1	Heritage Assets
DMHB 2	Listed Buildings
DMHB 4	Conservation Areas
DMHB 11	Design of New Development
DMHB 12	Streets and Public Realm
DMHB 16	Housing Standards
DMHB 18	Private Outdoor Amenity Space
DMTC 2	Primary and Secondary Shopping Areas
DMTC 4	Amenity and Town Centre Uses

SCHEDULE OF CONDITIONS

DMT 2	Highways Impacts
DMT 6	Vehicle Parking
LPP 3.3	(2016) Increasing housing supply
LPP 3.4	(2015) Optimising housing potential
LPP 3.5	(2016) Quality and design of housing developments
LPP 4.7	(2016) Retail and town centre development
LPP 4.8	(2016) Supporting a Successful and Diverse Retail Sector and related facilities and services
LPP 7.1	(2016) Lifetime Neighbourhoods
LPP 7.2	(2016) An inclusive environment
LPP 7.4	(2016) Local character
LPP 7.8	(2016) Heritage assets and archaeology
NPPF- 2	NPPF-2 2018 - Achieving sustainable development
NPPF- 5	NPPF-5 2018 - Delivering a sufficient supply of homes
NPPF- 7	NPPF-7 2018 - Ensuring the vitality of town centres
NPPF- 11	NPPF-11 2018 - Making effective use of land
NPPF- 12	NPPF-12 2018 - Achieving well-designed places
NPPF- 16	NPPF-16 2018 - Conserving & enhancing the historic environment

4. 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.

5. 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@hillingsdon.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

SCHEDULE OF CONDITIONS

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.

END OF SCHEDULE

Address:

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

GRANT OF PLANNING PERMISSION

Application Ref.No.: 13544/APP/2020/1701

SCHEDULE OF PLANS

3032.WIN.100 - received 03 Jun 2020

Design and Access Statement - received 03 Jun 2020

3032.WIN.101 Rev. B - received 03 Jun 2020

**RIGHTS OF APPLICANTS AGGRIEVED BY DECISION
OF LOCAL PLANNING AUTHORITY**

TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)

Appeals to the Secretary of State

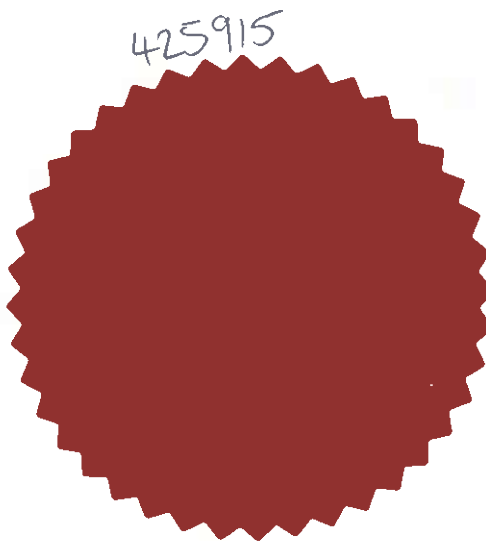
- If you are aggrieved by the decision of your local planning authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the office of the First Secretary of State under Section 78 of the Town and Country Planning Act 1990.
- If you want to 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 <http://www.planning-inspectorate.gov.uk>.
- The Secretary of State can allow a longer period for giving notice of an appeal, but he will not normally be prepared to use this power unless there are special circumstances, which excuse the delay in giving notice of appeal.
- The Secretary of State need not consider an appeal if it seems to him that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions they imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.
- In practice, the Secretary of State does not refuse to consider appeals solely because the local planning authority based their decision on a direction given by him.

Purchase Notices.

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

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

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



MEMBER OF

THE COUNCIL.....

Alan Chapman

S. E. C.

AUTHORISED OFFICER.....

EXECUTED AS A DEED by

HOWARTH HOMES PLC

acting by a Director in the presence of:

DIRECTOR.....

WITNESS SIGNATURE

WITNESS NAME

S. BRADFORD

WITNESS ADDRESS

20 Riverside Way
Uxbridge UB8 2YF

WITNESS OCCUPATION

Lawyer Director

EXECUTED AS A DEED by

W. E. BLACK FINANCE LIMITED

acting by a Director in the presence of:

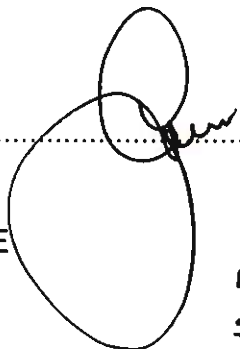
DIRECTOR.....

WITNESS SIGNATURE

WITNESS NAME

WITNESS ADDRESS

WITNESS OCCUPATION


H. Bird.

HELANIE BIRD

53 LOWGRICKFIELDWAY

HARLOW

HP23 4LW

ACCOUNTS ASSISTANT