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**DATED**

28 August

**2026**

**JUPITER INVESTMENTS LIMITED**

**And**

**THE LONDON BOROUGH OF HILLINGDON**

PLANNING OBLIGATION BY WAY OF UNILATERAL UNDERTAKING PURSUANT TO  
SECTION 106

OF THE TOWN AND COUNTRY PLANNING ACT 1990 AND ASSOCIATED POWERS

RELATING TO THE DEVELOPMENT OF LAND AT

**54 HIGH STREET, RUISLIP, HA4 7AT**

**PLANNING APPLICATION NUMBER: 14226/APP/2025/3062**

Planning & Corporate Team  
London Borough of Hillingdon  
Civic Centre, High Street  
Uxbridge, Middlesex  
Ref: 3E/04/SM/28200

**THIS DEED** is dated 28 August 2026

**FROM**

- (1) **JUPITER INVESTMENTS LIMITED**, (Company number OE009454 a company incorporated in the Republic of Seychelles with registration number 008580 whose address for service in the UK is at 84 Newman Street, London, United Kingdom, W1T 3EU ("the **Owner**");

**TO**

- (2) **THE LONDON BOROUGH OF HILLINGDON** of the Civic Centre, High Street, Uxbridge, Middlesex UB8 1UW ("the **Council**").

**BACKGROUND**

- A The Council is the local planning authority for the purposes of the Act in respect of the Land and by whom the obligations in this Deed are enforceable.
- B The Freehold Owner has a freehold interest in the Land registered under Title Nos. AGL33680 at the Land Registry.
- C On 03.12.2025 the Owner submitted the Planning Application to the Council for permission to develop the Property
- D The Owner intends to develop the Site pursuant to the Planning Permission.

**THIS DEED WITNESSES AS FOLLOWS:-**

**OPERATIVE PROVISIONS**

**1 INTERPRETATION**

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

|                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>"1980 Act"</b>                                    | Highways Act 1980 (as amended);                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>"1990 Act"</b>                                    | Town and Country Planning Act 1990 (as amended);                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>"Commencement of Development"</b>                 | carrying out in relation to the Development of any material operation (as defined within section 56(4) of the 1990 Act) on the Site pursuant to the Planning Permission but (for the purposes of this Agreement) excluding operations consisting of: <ul style="list-style-type: none"><li>- site clearance;</li><li>- demolition (provided always that such works do not relate to any listed building within the Site);</li><li>- archaeological investigations and works;</li><li>- ground investigations;</li><li>- site survey works;</li><li>- temporary access construction works;</li><li>- preparatory or remediation works;</li><li>- works for the laying termination or diversion of services;</li><li>- the erection of any temporary means of enclosure or site notices;</li><li>- decontamination works;</li><li>- erection of any fences and hoardings around the Site; and</li><li>- environmental site investigations,</li></ul> and <b>Commence</b> and <b>Commenced</b> shall be construed accordingly; |
| <b>"Director of Planning and Sustainable Growth"</b> | the Council's Director of Planning and Sustainable Growth such person as the Council designates as undertaking this role                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>"Development"</b>                                 | development of the Site pursuant to the Planning Permission;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>"Dwelling"</b>                                    | means a unit of the residential accommodation to be provided as part of the Planning Application and Dwellings shall be construed accordingly;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

|                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|---------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>"Occupied"</b>                     | means occupation for any purpose for which Planning Permission has been granted but not including occupation by personnel engaged in the construction, fitting out or occupation for marketing or display purposes and for security purposes and <b>Occupation</b> and <b>Occupy</b> shall be construed accordingly;                                                                                                                                                                                                                   |
| <b>"Indexation"</b>                   | application of the formula provided at Clause 15;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>"Interest"</b>                     | Interest at the rate of 4% above the base lending rate from time to time                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>"Parking Bay"</b>                  | means a parking place designated by the Council by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use by residents of the locality in which the Development is situated;                                                                                                                                                                                                                                                                                                                        |
| <b>"Parking Permit"</b>               | 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 referred to in <b>Schedule 1</b> ,                                                                                                                                                                                                                                                            |
| <b>"Planning Obligations Officer"</b> | means the Council's planning obligations officer or such person as the Council designates as undertaking this role;                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>"Plan "</b>                        | the plan attached to this Deed at Appendix 2;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>"Planning Application"</b>         | the application for planning permission for Change of use of part ground and the first floor from a Financial and Professional Services (Use Class E (c)) to Residential. Erection of rear dormers, raising of the roof ridge on the rear section of the building and installation of 7no, roof lights and associated fenestration changes, private balconies, together with bike and bin storage to provide an additional floor of residential (Total 5 flats Use Class C3), under the Council's reference number 14226/APP/2025/3062 |
| <b>"Planning Permission"</b>          | the planning permission that may be granted in pursuance of the Planning Application substantially in the form of the draft permission at <b>Appendix 3</b> ;                                                                                                                                                                                                                                                                                                                                                                          |
| <b>"Planning Reference"</b>           | 14226/APP/2025/3062                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

|                      |                                                                                                                              |
|----------------------|------------------------------------------------------------------------------------------------------------------------------|
| <b>"Site"</b>        | the property known as 54 High Street, Ruislip, HA4 7AT and shown for identification purposes only edged red on Plan 1        |
| <b>"VAT"</b>         | value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax |
| <b>"Working Day"</b> | any day except Saturday, Sunday and any bank or public holiday and Working Days shall be construed accordingly,              |

1.2 In this Agreement:

- 1.2.1 the clause headings do not affect its interpretation;
- 1.2.2 unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and words denoting any one gender shall include all genders and words denoting persons shall include bodies corporate, unincorporated associations and partnerships;
- 1.2.3 a reference to any party shall include that party's personal representatives, successors and permitted assigns and in the case of the Council the successors to its respective statutory functions;
- 1.2.4 unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- 1.2.5 the headings in this Deed are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;
- 1.2.6 unless otherwise indicated, references to clauses and Schedules are to clauses of and Schedules to this Deed and references in a Schedule to a Part or paragraph are to a Part of paragraph of that Schedule;
- 1.2.7 where the agreement, approval, consent or an expression of satisfaction is required by the Owner under the terms of this Deed from the Council that agreement, approval, consent or satisfaction shall be given in writing and shall not be unreasonably withheld or delayed;
- 1.2.8 references to any statute or statutory provision include references to:
  - 1.2.8.1 all Acts of Parliament and all other legislation having legal effect in the United Kingdom as directly or indirectly amended, consolidated, extended, replaced or re-enacted by subsequent legislation; and
  - 1.2.8.2 any orders, regulations, instruments or other subordinate legislation made under that statute or statutory provision;

- 1.2.9 references to the Site include any part of it;
- 1.2.10 "including" means "including, without limitation";
- 1.2.11 any covenant by the Owner not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing;
- 1.2.12 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 right or power of the Council or any obligation of the Owner arising under this Agreement;
- 1.2.13 where two or more people form a party to this Deed, the obligations they undertake may be enforced against them jointly or against each of them individually; and
- 1.2.14 if any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of the Deed is to be unaffected.

## **2 LEGAL BASIS**

- 2.1 This Deed is made pursuant to section 106 of the 1990 Act, To the extent that they fall within the terms of section 106 of the 1990 Act, the obligations contained in this Deed are planning obligations for the purposes of section 106 of the 1990 Act and are enforceable by the Council as local planning authority against the Owner without limit of time.
- 2.2 To the extent that any of the obligations contained in this Deed are not planning obligations within the meaning of the 1990 Act, they are entered into pursuant to the powers contained in section 111 of the Local Government Act 1972, section 16 of the Greater London Council (General Powers) Act 1974, section 2 of the Local Government Act 2000, section 1 of the Localism Act 2011 and all other enabling powers with the intent that it will bind the Owner and the Security Trustee and their successors in title to the Site

## **3 CONDITIONALITY**

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

- (i) The issue of 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 Agreement.

- 4.2 Nothing in this Deed prohibits or limits the right to develop any part of the Site in accordance with a planning permission, other than one relating to the Development as specified in the Planning Application, granted after the date of this Deed, pursuant to an Appeal.
- 4.3 No waiver (whether express or implied) by the Council of any breach or default by the Owner in performing or observing any of the covenants undertakings obligations or restrictions contained in this 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 of 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 Site and assigns of the Owner in an interest or estate to the Site or any part or parts of the Site as if that person had also been an original covenanting party in respect of the interest or estate for the time being held by that person.
- 4.6 No party to this Deed nor its successors in title nor any person deriving title from or under them shall be liable for any breach of any of the planning obligations or other obligations contained in this Deed after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 4.7 This 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 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 4.9 In the event that the planning obligations contained in this Deed being modified a note or memorandum thereof shall be endorsed upon this Deed.
- 4.10 The Deed cannot be amended or discharged without the prior consent in writing of the Owner and the Council or their respective successors in title in accordance with the requirements of Section 106 of the Town and Country Planning Act 1990 and any subordinate legislation
- 4.11 Should a Court or the Secretary of State or a Planning Inspector appointed during the course of any Appeal or Legal Challenge of this Planning Permission hold that nay of the obligations contained in this Deed do not meet the tests of the CIL regulations or the National Planning Policy Framework then that obligation shall no longer apply.

## **5 THE OWNER'S PLANNING OBLIGATIONS**

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

## **6 COSTS**

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

## **7 REGISTRATION OF AGREEMENT**

The Owner recognises and agrees that the 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**

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

## **9. ARBITRATION**

- 9.1 Any dispute, controversy or claim arising out of or relating to this Agreement, including any question regarding its breach, existence, validity or termination or legal relationship established by this Deed shall be finally resolved by arbitration in accordance with the Arbitration Act 1996. It is agreed that:
- 9.1.1 the tribunal shall consist of one other arbitrator appointed jointly by the parties;
- 9.1.2 in default of the parties' Deeds to the arbitrator, the arbitrator shall be appointed on either party's request by the President for the time being of the Royal Institution of Chartered Surveyors;
- 9.1.3 the costs of the arbitration shall be payable by the parties in the proportions determined by the arbitrator (or if the arbitrator makes no direction, then equally); and
- 9.1.4 the seat of the arbitration shall be London

## **10. THIRD PARTIES**

A person who is not named in this 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) Director of Planning, Regeneration and Public Realm, London Borough of Hillingdon, Civic Centre, High Street, Uxbridge, Middlesex, UB8 1UW and shall cite the Planning Reference for this Agreement; and

b) The Owner care of Pelham Associates, 84 Newman Street, London, W1T 3EU

**12. FORM PO1**

Prior to Commencement of the Development the Owner shall notify the Council that it intends to Commence the Development by completing and sending Form PO1 to the Council addressed to the Deputy Chief Executive and Director of Resident Services, 3 North, London Borough of Hillingdon, High Street Uxbridge UB8 1UW and shall cite the Planning Reference.

**13. CHANGE IN OWNERSHIP**

The Owner agrees to provide the Council with immediate written notification of any change in Ownership of any of its interest in the Land occurring before all of the obligations under this 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. INDEXATION**

The Owner agrees with the Council that any sums payable by the Owner in this Agreement shall be increased by the formula

$$1 = 2 \times 3/4$$

- 1 Amount payable to the Council on the payment date
- 2 Contribution
- 3 Index of Consumer Prices 2 months before the payment date
- 4 Index of Consumer Prices 2 months before the date of this Deed

**15. 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.

**16. VAT**

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

- 16.2 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.

**17. JURISDICTION**

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

This Unilateral Undertaking has been executed as a Deed and is delivered and takes effect on the date stated at the beginning of it.

## SCHEDULE 1

### RESIDENTS PARKING PERMITS

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

- 1 Upon completion of this Agreement not to:
  - (i) apply to the Council for a Parking Permit in respect of any Dwelling (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970);
  - (ii) 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; and
  - (iii) buy a contract to park within any car park owned, controlled or licensed by the Council.
- 2 Not to Occupy or use (or permit the Occupation or use of) any unit forming part of the Development at any time during which the occupier of the unit holds a Parking Permit to park a vehicle in a Parking Bay or is permitted to park a vehicle in any car park owned, controlled or licensed by the Council unless the occupier is the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970).
- 3 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.
- 4 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"*
- 5 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Officer of the official unit numbers of residential units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering

Department), identifying those residential units that in the Owner's opinion are affected by the Owner's obligation in Clause 1 and 3 of this Schedule

- 6 Prior to the Commencement of Development the Owner covenants to register this Deed at the Land Registry against title Number AGL33680 and upon any subsequent registerable disposition of the Land,
- 7 The Owner for itself and its successors in title to the Site hereby acknowledges that the provisions in Clause 1 and 2 in this Schedule 1 shall continue to have effect in perpetuity.

FORM PO1

**APPENDIX 1****FORM PO1**

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

**SECTION 106/278 LEGAL AGREEMENT****SITE ADDRESS:****PLANNING REFERENCE:****DESCRIPTION OF DEVELOPMENT:****DATE OF COMMITTEE AUTHORISATION:****SECTION 106 OBLIGATIONS****DATE OF IMPLEMENTATION OF DEVELOPMENT:****(i) NOTIFIED TO THE COUNCIL:****(ii) SUBMITTED TO THE COUNCIL WITH THIS FORM:****NB: Please continue of separate sheet(s) if necessary.**

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

☐
**FOR COUNCIL USE****NB: IF THIS IS THE FIRST NOTICE PASS IMMEDIATELY TO HIGHWAYS ENGINEERS****COST CODE:****PLANNING COSTS:****LEGAL COSTS:****OTHER COSTS (IDENTIFY):****MAINTENANCE COSTS (COMMUTED SUM)****INTEREST BEARING ACCOUNT FOR BENEFIT OF OBLIGATIONS** YES/NO

**APPENDIX 2**

**PLAN**



**APPENDIX 3**  
**PLANNING PERMISSION**

# DRAFT

Henry Bell  
Savills  
33 Margaret Street  
London  
W1G 0JD

Application Ref: 14226/APP/2025/3062

## TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)

### GRANT OF PLANNING PERMISSION

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

#### Description of development:

Change of use of part ground and the first floor from a Financial and Professional Services (Use Class E (c)) to Residential. Erection of rear dormers, raising of the roof ridge on the rear section of the building and installation of 7no. roof lights and associated fenestration changes, private balconies, together with bike and bin storage to provide an additional floor of residential (Total 5 flats Use Class C3)

**Location of development:** 54 High Street Ruislip  
**Date of application:** 23rd December 2025  
**Plan Numbers:** See attached Schedule of plans

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

**Draft Decision Notice produced:**

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

**Amendments required: YES / NO**

- NOTES:
- (i) Please also see the 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).

# DRAFT

## TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)

### GRANT OF PLANNING PERMISSION

Application Ref: 14226/APP/2025/3062

### 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 contained in the planning application hereby approved and plan numbers:

OGS/24101/201 Rev A  
OGS/24101/205 Rev A  
OGS/24101/206 Rev A  
OGS/24101/207 Rev B  
OGS/24101/208 Rev B  
OGS/24101/210 Rev A  
OGS/24101/212 Rev C  
OGS/24101/214 Rev A  
OGS/24101/216 Rev A  
OGS/24101/217 Rev A  
OGS/24101/218 Rev A  
OGS/24101/219 Rev C  
OGS/24101/220 Rev A  
OGS/24101/224 Rev A

unless the Local Planning Authority otherwise first agrees in writing.

#### REASON

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

- 3 The development shall be carried out in full accordance with the details, methodologies, specifications and recommendations contained within the following supporting documents:

Construction Phase Plan (CSK Buildingworks, dated 21.07.2025)  
CIBSE TM59/Part O Overheating Report (zed, dated 07.11.2025) - Remediation measures only

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

#### REASON

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

- 4 Notwithstanding any information submitted as part of this application, prior to any works to the external

doors, balcony balustrading (including height and opacity) and planters (including schedule of plants to be used, sizing and placement), 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.

**REASON**

To ensure that the proposed development would not have an adverse effect upon the appearance and setting of the existing building or historic environment, in accordance with Policies DMHB 1, DMHB 3, DMHB 4 and DMHB 11 of the Hillingdon Local Plan Part 2 (2020).

- 5 The planters as shown on the plans to the front of Flat 1, on the balcony perimeters, and as detailed in Condition 4, shall not be damaged or removed without the prior written consent of the Local Planning Authority (LPA).

Any plant or shrub forming part of the planters that is severely damaged during construction, seriously diseased or dying shall be replaced by one of the same size and species. The planters shall be installed prior to the first occupation of the residential units and shall thereafter be retained in situ.

**REASON**

In the interests of the amenity of the occupiers of the proposed development and neighbouring occupiers, in accordance with Policy DMHB 11 of the Hillingdon Local Plan Part 2 (2020).

- 6 Prior to their first installation, details of all joinery works, including the use of timber windows, shall be submitted to and approved in writing by the Local Planning Authority. Thereafter, the development shall be carried out in accordance with the approved details only, unless otherwise specified in writing by the Local Planning Authority,

**REASON**

To ensure that the proposed development would not have an adverse effect upon the appearance and setting of the existing building or historic environment, in accordance with Policies DMHB 1, DMHB 3, DMHB 4 and DMHB 11 of the Hillingdon Local Plan Part 2 (2020).

- 7 Notwithstanding any information submitted as part of this application, details of the proposed rooflights, including drawings at no greater than 1:20 scale and including the proposed material type and finish, shall be submitted to and approved in writing by the Local Planning Authority prior to their first installation. Furthermore, the roof lights shall be conservation style rooflights, set as flush as practicable within the roof slope.

The development shall be implemented in accordance with the approved details and retained for the lifetime of the development.

**REASON**

To ensure that the proposed development would not have an adverse effect upon the appearance and setting of the existing building or historic environment, in accordance with Policies DMHB 1, DMHB 3, DMHB 4 and DMHB 11 of the Hillingdon Local Plan Part 2 (2020).

- 8 Prior to the first occupation of the residential units hereby permitted, scaled drawings of the bin store and cycle store, including materials and finish, shall be submitted to and approved in writing by the Local Planning Authority. The cycle store shall demonstrate storage for at least 9 'long stay' and 2 'short stay' cycle spaces, and the stacking system therein. The bin and cycle storage facilities shall be provided in accordance with the approved details and thereafter permanently retained.

**REASON**

To ensure the provision and retention of facilities for the occupants of the development and hence the availability of sustainable forms of transport to the site, in accordance with Policy DMT 5 and Policy

DMHB 11 of the Hillingdon Local Plan Part 2 (2020).

- 9 Prior to the first occupation of the residential units, an Overheating and Ventilation Mitigation Strategy shall be submitted to and approved in writing by the Local Planning Authority. The Strategy shall demonstrate compliance with Part C of Policy D6 of the London Plan (2021) and shall include:
- a) Details of glazing specifications designed to limit solar gain;
  - b) Confirmation of openable window arrangements to enable passive ventilation;
  - c) Mechanical ventilation to kitchens and bathrooms, with extract rates meeting current Building Regulations;
  - d) Any additional design or fabric measures necessary to prevent overheating and ensure acceptable internal temperatures under the CIBSE TM59 methodology (or updated equivalent).

The approved mitigation measures shall be implemented prior to first occupation of the relevant units and retained for the lifetime of the development.

#### REASON

To ensure the single-aspect units achieve satisfactory internal living conditions with respect to ventilation and overheating, in accordance with Policy D6 of the London Plan (2021) and Policy DMHB 16 of the Hillingdon Local Plan Part 2 (2020).

- 10 Prior to building operations on the residential units commencing, a detailed written scheme for protecting the proposed residential units from commercial and transportation noise from the High Street and King Edward's Road shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall comprise of such measures as are necessary to ensure compliance in general terms with internal noise levels should adhere to the levels as stated in BS8233:2014, including the use of acoustic glazing to all habitable rooms fronting, or that have direct exposure to the neighbouring commercial properties, associated plant noise, and transport noise.

Thereafter, the development shall be carried out in strict accordance with the approved scheme which shall be completed before any part of the residential accommodation hereby approved is occupied, unless the Local Planning Authority otherwise agrees in writing.

Testing shall be carried out after completion but prior to occupation of the residential units to demonstrate that suitable sound insulation has been achieved. The test results shall be submitted to and approved in writing by the Local Planning Authority, prior to occupation.

The approved scheme shall thereafter be maintained..

#### REASON

To ensure that the amenity of the occupiers of the proposed development are not adversely affected by road traffic and commercial-related noise in accordance with Policy EM8 of the Local Plan Part 1 (2012), Policy DMHB 11 of the Hillingdon Local Plan Part 2 (2020) and London Plan (2021) Policy D14,

- 11 The windows on the south-facing elevation facing shall be glazed with permanently obscured glass to at least scale 4 on the Pilkington scale in accordance with the arrangement shown on plan numbers OGS/24101/212 Rev C and OGS/24101/219 Rev C, and shall thereafter be retained as such for the lifetime of the development.

#### REASON

To prevent overlooking to adjoining properties in accordance with policy DMHB 11 of the Hillingdon Local Plan Part 2 (2020).

- 12 All dwellings shall be designed and constructed to achieve a maximum water consumption of 105 litres per person per day, in accordance with the optional technical standard set out in the Building Regulations (Part G).

Evidence of compliance shall be submitted to and approved in writing by the Local Planning Authority prior to occupation.

**REASON**

To ensure water efficiency in accordance with Policy SI 5 of the London Plan (2021) and Policy DMEI 2 of the Local Plan Part 2 (2020).

- 13 Prior to the commencement of above-ground works, a Fire Statement, produced by a suitably qualified third-party assessor, shall be submitted to and approved in writing by the Local Planning Authority. The Statement shall demonstrate compliance with Policy D12 of the London Plan (2021) and shall include:
- a) means of escape and evacuation strategy;
  - b) fire detection and alarm systems;
  - c) external fire spread and materials;
  - d) access for firefighting and equipment; and
  - e) how the design accounts for the mixed-use nature of the building and the communal terrace.

The development shall be carried out in accordance with the approved Fire Statement and retained thereafter.

**REASON**

To ensure the development achieves the highest standards of fire safety in accordance with Policy D12 of the London Plan (2021).

- 14 The residential units hereby approved shall be used only as dwellings within Use Class C3 of the Town and Country Planning (Use Classes) Order 1987 (as amended), and for no other purpose within the Schedule to that Order or any provision equivalent to that Class in any statutory instrument revoking and re-enacting that Order.

**REASON**

To ensure the development is used for residential purposes only and to allow the Local Planning Authority to retain control over any future change of use in the interests of residential amenity, in accordance with Policy DMHB 11 of the Local Plan Part 2 (2020).

- 15 The ground floor commercial use (Class E) shall not be open for customers outside the following hours:

7:00AM to 10:00PM on Mondays to Saturdays  
9:00AM to 9:00PM on Sundays and Bank Holidays

**REASON** To safeguard the residential amenity of the occupiers of adjoining and nearby properties in accordance with policy DMHB 11 of the Hillingdon Local Plan Part 2 (2020).

- 16 The ground floor commercial use (Class E) shall not be used for deliveries and collections, including waste collections other than between the hours of 8.00am and 6pm, Mondays to Fridays, 8am to 1pm Saturdays and not at all on Sundays and Bank and Public Holidays.

**REASON**

To ensure that the amenity of the occupiers of adjoining or nearby properties is not adversely affected in accordance with Policies DMTC 1 and DMTC 4 of the Hillingdon Local Plan Part 2 (November 2012) and Policy D13 of the London Plan (2021).

## **INFORMATIVES**

- 1 The decision to GRANT planning permission has been taken having regard to all relevant planning legislation, regulations, guidance, circulars and Council policies, including The Human Rights Act

(1998) (HRA 1998) which makes it unlawful for the Council to act incompatibly with Convention rights, specifically Article 6 (right to a fair hearing); Article 8 (right to respect for private and family life); Article 1 of the First Protocol (protection of property) and Article 14 (prohibition of discrimination).

- 2 In dealing with the application the Council has implemented the requirement in the National Planning Policy Framework to work with the applicant in a positive and proactive way. We have made available detailed advice in the form of our statutory policies from Local Plan Part 1, Local Plan Part 2, Supplementary Planning Documents, Planning Briefs and other informal written guidance, as well as offering the opportunity to revise the scheme during the course of the application, in order to ensure that the applicant has been given every opportunity to submit an application which is likely to be considered favourably.
- 3 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](http://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.

- 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 - Residents Services, Building Control, 3N/01 Civic Centre, Uxbridge (Telephone 01895 558170).
- 5 The Party Wall Act 1996 requires a building owner to notify, and obtain formal agreement from, any adjoining owner, where the building owner proposes to: carry out work to an existing party wall; build on the boundary with a neighbouring property; in some circumstances, carry out groundworks within 6 metres of an adjoining building.

Notification and agreements under this Act are the responsibility of the building owner and are quite separate from Building Regulations, or Planning Controls. The Building Control Service will assume that an applicant has obtained any necessary agreements with the adjoining owner, and nothing said or implied by the Council should be taken as removing the necessity for the building owner to comply fully with the Party Wall Act. Further information and advice is to be found in "the Party Walls etc. Act 1996 - explanatory booklet" published by the ODPM, available free of charge from the Residents Services Reception Desk, Level 3, Civic Centre, Uxbridge, UB8 1UW.

- 6 You are advised that if any part of the development hereby permitted encroaches by either its roof,

walls, eaves, gutters, or foundations, then a new planning application may have to be submitted. The validity of this planning permission may be challengeable by third parties if the development results in any form of encroachment onto land outside the applicant's control for which the appropriate Notice under Article 13 of the Town and Country Planning (Development Management Procedure) (England) Order 2015 has not been served.

- 7 For the avoidance of doubt, in accordance with Schedule 14 of The Environment Act 2021, paragraph 13 (General Condition of Planning Permission) of the Act requires a condition securing the submission of a biodiversity net gain plan to be approved by the local planning authority on the grant of every planning permission. However, paragraph 17 (Exceptions) of this Act states paragraph 13 (General Condition of Planning Permission) does not apply in relation to development for which planning permission is granted by a development order; under section 293A (urgent Crown development); or development of such other description as the Secretary of State may by regulations specify. Consequently, under current exemptions this proposal is exempt from the mandatory minimum 10% Biodiversity Net Gain requirement which was introduced by The Environment Act 2021.
- 8 Under the terms of the Planning Act 2008 (as amended) and Community Infrastructure Levy Regulations 2010 (as amended), this development is liable to pay the London Borough of Hillingdon Community Infrastructure Levy (CIL) and the Mayor of London's Community Infrastructure Levy (CIL). This will be calculated in accordance with the London Borough of Hillingdon CIL Charging Schedule 2014 and the Mayor of London's CIL Charging Schedule 2012. Before commencement of works the development parties must notify the London Borough of Hillingdon of the commencement date for the construction works (by submitting a Commencement Notice) and assume liability to pay CIL (by submitting an Assumption of Liability Notice) to the Council at [planning@hillingdon.gov.uk](mailto:planning@hillingdon.gov.uk). The Council will then issue a Demand Notice setting out the date and the amount of CIL that is payable. Failure to submit a valid Assumption of Liability Notice and Commencement Notice prior to commencement of the development may result in surcharges being imposed.

The above forms can be found on the planning portal at:  
[www.planningportal.gov.uk/planning/applications/howtoapply/whattosubmit/cil](http://www.planningportal.gov.uk/planning/applications/howtoapply/whattosubmit/cil)

The decision to GRANT planning permission has been taken having regard to the policies and proposals in the Hillingdon Local Plan Part 1 (2012) and Part 2 (2020) set out below, including Supplementary Planning Guidance, and to all relevant material considerations, including The London Plan (2021) and NPPF (2024).

#### Part 1 Policies

- PT1.BE1 (2012) Built Environment
- PT1.HE1 (2012) Heritage

#### Part 2 Policies

- DMEI 7 Biodiversity Protection and Enhancement
- DME 3 Office Development
- DMEI 9 Management of Flood Risk
- DMHB 1 Heritage Assets
- DMH 2 Housing Mix

|             |                                                                 |
|-------------|-----------------------------------------------------------------|
| DMHB 3      | Locally Listed Buildings                                        |
| DMHB 4      | Conservation Areas                                              |
| DMHB 11     | Design of New Development                                       |
| DMHB 16     | Housing Standards                                               |
| DMT 1       | Managing Transport Impacts                                      |
| DMT 5       | Pedestrians and Cyclists                                        |
| DMT 6       | Vehicle Parking                                                 |
| DMTC 1      | Town Centre Development                                         |
| LPP D3      | (2021) Optimising site capacity through the design-led approach |
| LPP D4      | (2021) Delivering good design                                   |
| LPP D5      | (2021) Inclusive design                                         |
| LPP HC1     | (2021) Heritage conservation and growth                         |
| LPP D6      | (2021) Housing quality and standards                            |
| LPP GG2     | (2021) Making the best use of land                              |
| LPP S12     | (2021) Flood risk management                                    |
| LPP T6      | (2021) Car parking                                              |
| LPP T6.1    | (2021) Residential parking                                      |
| NPPF11 - 24 | NPPF11 2024 - Making effective use of land                      |
| NPPF16 - 24 | NPPF16 2024 - Conserving and enhancing the historic environment |

## END OF SCHEDULE

### Address:

Development Management  
 Directorate of Place  
 Hillingdon Council  
 3 North, Civic Centre, High Street, Uxbridge UB8 1UW  
[www.hillingdon.gov.uk](http://www.hillingdon.gov.uk)

## **GRANT OF PLANNING PERMISSION**

Application Ref: 14226/APP/2025/3062

### **SCHEDULE OF PLANS**

OGS/24101/216 Rev A - received 04 Dec 2025  
OGS/24101/205 Rev A - received 04 Dec 2025  
OGS/24101/220 Rev A - received 04 Dec 2025  
OGS/24101/218 Rev A - received 04 Dec 2025  
OGS/24101/214 Rev A - received 04 Dec 2025  
OGS/24101/217 Rev A - received 04 Dec 2025  
Design, Access, Planning & Heritage Statement - received 04 Dec 2025  
OGS/24101/201 Rev A - received 04 Dec 2025  
OGS/24101/224 Rev A - received 16 Mar 2026  
OGS/24101/202 Rev A - received 04 Dec 2025  
OGS/24101/203 Rev A - received 04 Dec 2025  
OGS/24101/204 Rev A - received 04 Dec 2025  
OGS/24101/209 Rev A - received 04 Dec 2025  
OGS/24101/210 Rev A - received 04 Dec 2025  
OGS/24101/211 Rev A - received 04 Dec 2025  
OGS/24101/213 Rev A - received 04 Dec 2025  
OGS/24101/215 Rev A - received 04 Dec 2025  
OGS/24101/207 Rev B - received 01 Apr 2026  
OGS/24101/208 Rev B - received 01 Apr 2026  
OGS/24101/212 Rev C - received 01 Apr 2026  
OGS/24101/219 Rev C - received 01 Apr 2026  
OGS/24101/206 Rev A - received 04 Dec 2025

## **TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)**

### **Appeals to the Secretary of State**

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

### **Purchase Notices.**

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

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EXECUTED AS A DEED by

**JUPITER INVESTMENTS LIMITED**

a company incorporated in the  
Republic of Seychelles acting by



Being a person who in accordance with the  
laws of that territory, is acting under the  
authority of the company



Signed: .....





.....

Signature in the name of JUPITER INVESTMENTS LIMITED



This Document has been Signed with a **secure electronic signature** via E-Sign.

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