DATED 5th May **2022**

SENIOR LIVING URBAN (UXBRIDGE) LIMITED

and

THE LONDON BOROUGH OF HILLINGDON

PLANNING OBLIGATION BY AGREEMENT PURSUANT TO SECTION 106 OF THE TOWN AND COUNTRY PLANNING ACT 1990 AND ASSOCIATED POWERS

RELATING TO THE DEVELOPMENT AT

LAND OFF HAREFIELD ROAD, UXBRIDGE, UB8 1JS

PLANNING APPLICATION NUMBER: 16299/APP/2020/3313

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

THIS PLANNING OBLIGATION BY AGREEMENT is dated 5th May 2022

And is made **BETWEEN**:

(1) **SENIOR LIVING URBAN (UXBRIDGE) LIMITED** Company Number: 12511692 a company incorporated in England and Wales whose registered office is situated at 1 Coleman Street, London, EC2R 5AA ("the Owner")

(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 Site and by whom the obligations in this Agreement are enforceable.

B The Owner has the freehold interest in the Site registered under Title No. NGL 280082 at Land Registry.

C The Owner intends to develop the Site pursuant to the Planning Permission.

D On 27 October 2020 the Owner submitted the Planning Application to the Council for permission to develop the Site for the purposes and in the manner described in the Planning Application.

E The Council resolved at its Majors Application Planning Committee meeting on 24 June 2021 to delegate authority to determine the Planning Application to the Deputy Director of Planning and Regeneration subject to the prior completion of this Agreement.

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

THIS DEED WITNESSES AS FOLLOWS:-

OPERATIVE PROVISIONS

1. INTERPRETATION

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

"1980 Act"	means the Highways Act 1980 (as amended);
"1990 Act"	means the Town and Country Planning Act 1990 (as amended);
"Affordable Housing"	means housing provided to eligible households whose needs are not met by the market and which housing should (a) meet the needs of eligible purchasers or renters including availability at a cost low enough for them to afford, determined with regard to local incomes and local housing prices, and (b) include provision for the home to remain at an affordable price for future eligible purchasers or renters, or, if these restrictions are lifted, for the subsidy to be recycled for alternative affordable housing provision within Greater London (as defined in section 2 of the London Government Act 1963);
"Affordable Housing Contribution"	means the Indexed Link sum of three million and one hundred and thirty thousand pounds (£3,130,000) referred to in **Schedule 3** as a contribution towards Affordable Housing in the Authority's Area;
"Air Quality Contribution"	means the Indexed Link sum of sixty nine thousand, two hundred and sixty two pounds (£69,262) referred to in **Schedule 4** as a contribution towards initiatives to improve air quality in the Authority's 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;
"Assistance Plan"	means a plan for each prospective Qualifying Person who will be in receipt of the Minimum Care Package. The plan will confirm what assistance they are to receive and which Qualifying Persons Tenure is most appropriate following the Qualifying Person Assessment which will be updated by later assessments as and when they occur to reflect the Qualifying Person's changing needs over time and shall include an assessment as to whether the Qualifying Persons Tenure should be amended;
"Authority's Area"	means the administrative area of the Council;
"Carbon Offset Contribution"	means the Index Linked sum of ninety nine thousand four hundred and seventy three pounds (£99,473) referred to in **Schedule 6** as a contribution to be used by the Council towards the provision of offsite carbon reduction measures within the Authority's Area;
"Car Club"	means a car club which enables its members to have access to a car on a short-term basis as and when required subject to availability;

"Car Club Membership"	means free membership of a Car Club for one adult resident (aged 19 years or above) of each Dwelling that meets the Car Club Operator's membership criteria;
"Car Club Operator"	means an operator of a reputable Car Club;
"Car Parking Allocation and Management Scheme"	means the scheme that shall be used to control the car parking allocation, day to day management of car parking on the Site and enforcement of the scheme on the Site for the lifetime of the Development;
"Co-Resident"	means the spouse or partner of a Qualifying Person who is either living with a Qualifying Person or who was living with a Qualifying Person who has now died;
"Commercial Development"	means so much of the Development as shall take place on the Commercial Development Site;
"Commercial Development Site"	means that part of the Site shown edged **purple** on **Plan 2**;
"Commercial Travel Plan"	means a framework plan to be provided and adopted by the Owner as approved in writing by the Council (acting reasonably) to encourage means of travel to and from the Commercial Units other than by the driver only private car in accordance with **Schedule 7**;
"Commercial Units"	means the units to be constructed for commercial purposes under Class E of Schedule 2 of the Town and Country Planning Use Classes Order 1987 (as amended) on the Commercial Development Site pursuant to the Planning Permission;
"Commencement of Development"	means the carrying out in relation to the Development of any material operation (as defined within section 56(4) of the 1990

	Act) on the Site pursuant to the Planning Permission but (for the purposes of this Agreement) excluding operations consisting of: - site clearance; - demolition (provided always that such works do not relate to any listed building within the Site); - archaeological investigations and works; - ground investigations; - site survey works; - temporary access construction works; - preparatory or remediation works; - works for the laying termination or diversion of services; - the erection of any temporary means of enclosure or site notices; - decontamination works; - erection of any fences and hoardings around the Site; and - environmental site investigations, and **Commence** and **Commenced** shall be construed accordingly;
"Construction Training Contribution"	means the Index Linked sum calculated in accordance with the Planning Obligations Supplementary Planning Document as at the date of this Deed and to be provided in accordance with **Schedule 5** and equating to the Training Costs plus the Co-ordinator Costs, which shall be used by the Council towards construction training courses delivered by recognised providers and the provision of a construction work place co-ordinator within the Authority's Area;
"Construction Training Scheme"	means a construction training scheme to be implemented by the Owner to fund, arrange and/or provide construction training and employment for Hillingdon residents during

	the construction of the Development. This scheme referred to in **Schedule 5** shall be delivered in accordance with the construction training formula as contained within the Council's Planning Obligations Supplementary Planning Document (in terms of waged construction training places);
"Co-ordinator Costs"	means a sum to be agreed with the Council in the event the Owner implements the Construction Training Scheme or in the event that the Construction Training Contribution is payable, and the sum shall be calculated using the following formula as prescribed within the Planning Obligations Supplementary Planning Document: *"Co-ordinator Costs" to be agreed but is assumed as size of development as a % of work placement co-ordinator threshold size x total cost of work place co-ordinator. One full time post, estimated at £71,675 p.a. (based on typical salary with on-costs, training budget and promotion budget) would be required for commercial schemes of 7,500 square metres or residential developments of 160 units or more. The length of the post would depend on the length of period that placements would be required to the development;*
"Contributions"	means together the Affordable Housing Contribution, Air Quality Contribution, Carbon Offset Contribution, the Construction Training Contribution (if applicable), the Health Care Contribution and the Healthy Streets and Active Travel Contribution;
"CQC"	means the Care Quality Commission being the independent regulator of health and

	social care in England or such other as may undertake the role of the CQC;
"Development"	means the development of the Site pursuant to the Planning Permission as summarised in **Schedule 1**;
"Dwelling"	means the one hundred and eighty two (182) residential units constructed on the Site pursuant to the Planning Permission all residential units shall only be Occupied by a Qualifying Person under a Qualifying Persons Tenure and/or a Co Resident;
"Form PO1"	means the form in the substantial format attached at **Appendix 1**;
"GLA"	means the Greater London Authority;
"Guild Living Care Residences Tenure"	means accommodation that shall enable three hours of Personal Care per week. Such Personal Care shall be for those Qualifying Persons with mobility, nursing and/or cognitive needs which may also include companionship and company;
"Guild Living Residences Tenure"	means accommodation that shall enable two hours and thirty minutes of Personal Care per week. Such Personal Care shall be provided flexibly to the needs of the Qualifying Person but also ensuring the Qualifying Person is able to retain their place within their existing community;
"Guild Living Care Suites Tenure"	means Personal Care with enhanced care to assist with dementia needs, qualified nursing care and end of life needs;
"Health Care Contribution"	means the Index Linked sum of nine hundred thousand two hundred and twenty nine pounds (£900,229) referred to in **Schedule 14** as a contribution to be used by the Council towards the provision of offsite health infrastructure, health facilities and

	any projects relating to general health care needs identified within the Authority's Area;
"Healthy Streets and Active Travel Contribution"	means the Index Linked sum of forty five thousand pounds (£45,000) referred to in **Schedule 15** as a contribution to be used by the Council towards the provision of a Pedestrian Countdown Facility;
"Highway Agreements"	means one or more highway agreements to be entered into by the Owner and the Council under Section 38 and/or Section 278 of the Highways Act 1980 if appropriate and necessary;
"Highway Plan"	means the plan attached to this Agreement at **Appendix 2** with drawing number 104182-T-028 Rev_H;
"Highway Works"	means the highway works to be carried out by the Owner as set out in paragraph 5 of **Schedule 9** of this Deed and any additional works that are ancillary to the highway works set out in paragraph 5 of **Schedule 9** which are reasonably required in order to make the Development acceptable;
"Index Linked"	means the application of the formula provided at **clause 15** of this Agreement;
"Minimum Care Package"	means a tenancy or licence agreement between the Service Provider and the Qualifying Person and such tenancy or licence agreement shall secure a Qualifying Persons Tenure based on the Qualifying Person Assessment. But for the avoidance of doubt a minimum of two hours and thirty minutes of Personal Care per week shall be provided to a Qualifying Person;
"Occupied"	means occupation for any purpose for which Planning Permission has been granted but not including occupation by personnel

	engaged in the construction, fitting out or occupation for marketing or display purposes and for security purposes and **Occupation** and **Occupy** shall be construed accordingly;
"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);
"Parties"	means the Owner and the Council;
"Personal Care"	means personal care for people in need of such care by reason of old age or disablement, which shall include medical care and treatment as per Article 2 and Class C2 of Part C of the Schedule of The Town and Country Planning (Use Classes) Order 1987 (as amended) and those services as set out in paragraph 3 of **Schedule 2** to this Agreement which shall be provided to those Qualifying Persons in need of those services by the Service Provider and which has the meaning in accordance with Regulation 2 of the Health and Social Care Act 2008 (Regulated Activities) Regulation 2014;
"Plan 1"	means the plan attached to this Agreement at **Appendix 2** and marked "Plan 1";
"Plan 2"	means the plan attached to this Agreement at **Appendix 2** and marked "Plan 2";
"Planning Application"	means the application for the Development submitted to the Council by the Owner on 22 October 2020 and allocated the Council's Planning Reference;
"Planning Permission"	means the planning permission that may be granted in pursuance of the Planning

	Application substantially in the form of the draft permission at **Appendix 3**;
"Pedestrian Countdown Facility"	means a signalled crossing that shall indicate to pedestrians how long they have remaining to cross a road;
"Principal Planning Obligations Officer"	means the Council's Principal Planning Obligation Officer or such person as the Council designates as undertaking this role;
"Planning Reference"	means the Council's planning reference **16299/APP/2020/3313**;
"Project Management and Monitoring Fee"	means the sum equivalent to five percent (5%) of the total Contributions to be used by the Council at its discretion for its costs incurred in administering, monitoring, reviewing and implementing this Agreement;
"Qualifying Person"	means a person who is at least 65 years old and in need of accommodation as per Class C2 of The Town and Country Planning (Use Classes) Order 1987 (as amended) and who has demonstrated a need for the Minimum Care Package through the Qualifying Person Assessment and shall be in receipt of the Minimum Care Package and for whom an Assistance Plan is produced and maintained throughout Occupation in the Dwelling;
"Qualifying Person Assessment"	means an assessment of a prospective Qualifying Person's: - requirements and the level of Personal Care and assistance they require; and - determination as to which Qualifying Person Tenure is appropriate.

	A full assessment is to be carried out by a suitability qualified person of the Service Provider to establish whether the prospective Qualifying Person meets the definition of a Qualifying Person and in need of a Minimum Care Package;
"Qualifying Persons Tenure"	means either the Guild Living Residences Tenure, the Guild Living Care Residences Tenure or the Guild Living Care Suites Tenure;
"Residential Development"	means so much of the Development as shall take place on the Residential Development Site that shall include all the Dwellings;
"Residential Development Site"	means that part of the Site shown edged **blue** on **Plan 2**;
"Residential Travel Plan"	means a framework plan to be provided and adopted by the Owner as approved in writing by the Council to encourage means of travel to and from the Dwellings other than by the driver only private car in accordance with **Schedule 8**;
"Service and Delivery Plan"	means the service and delivery plan detailing how the Development will be serviced and managed on a daily basis and to utilise deliveries, refuse and servicing (including access and parking for emergency service vehicles) to minimise disruption along the adjacent highways to be submitted to and approved in writing by the Council and implemented in accordance with **Schedule 13**;
"Service Provider"	means a body registered with the CQC (and which has not had its registration cancelled or suspended) under Chapter 2 of the Health and Social Care Act 2008 in respect of the provision of Personal Care;

"Significant Under-Performance"	means delivery of less than 50% (50 per cent) of the total outputs specified in the agreed Construction Training Scheme;
"Site"	means the property known as **Land Off Harefield Road, Uxbridge, UB8 1JS** and shown for identification purposes only edged red on **Plan 1**;
"Specified Date"	means the date upon which an obligation arising under this Agreement is due to be performed;
"Training Costs"	means the sum calculated using the following formula as prescribed within the Planning Obligations Supplementary Planning Document: *"£2,500 (two thousand five hundred pounds) for every £1,000,000 (one million pounds) worth of construction costs for the Development. Based on the average cost of training for one person on an NVQ construction course at college";*
"VAT"	means value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.

1.2 In this Agreement:

1.2.1 the clause headings do not affect its interpretation;

1.2.2 unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and words denoting any one gender shall include all genders and words denoting persons shall include bodies corporate, unincorporated associations and partnerships;

1.2.3 a reference to any party shall include that party's personal representatives, successors and permitted assigns and in the case of the Council the successors to its respective statutory functions;

1.2.4 unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;

1.2.5 the headings in this Agreement are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;

1.2.6 unless otherwise indicated, references to clauses and Schedules are to clauses of and Schedules to this Agreement and references in a Schedule to a Part or paragraph are to a Part of paragraph of that Schedule;

1.2.7 where the agreement, approval, consent or an expression of satisfaction is required by the Owner under the terms of this Agreement from the Council that agreement, approval, consent or satisfaction shall be given in writing and shall not be unreasonably withheld or delayed;

1.2.8 references to any statute or statutory provision include references to:

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

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

1.2.9 references to the Site include any part of it;

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

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

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

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

1.2.14 where two or more people form a party to this Agreement, the obligations they undertake may be enforced against them jointly or against each of them individually.

2. LEGAL BASIS

2.1 This Agreement is made pursuant to section 106 of the 1990 Act. To the extent that they fall within the terms of section 106 of the 1990 Act, the obligations contained in this Agreement are planning obligations for the purposes of section 106 of the 1990 Act and are enforceable by the Council as local planning authority against the Owner without limit of time.

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

3. CONDITIONALITY

3.1 With the exception of clauses 1, 2, 3, 4, 6.1, 7, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18 and 19 which shall take effect immediately this Agreement is conditional on:

3.1.1 the grant and issue of the Planning Permission; and

3.1.2 Commencement of Development.

4. MISCELLANEOUS

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

4.2 Nothing in this Agreement prohibits or limits the right to develop any part of the Site in accordance with a planning permission, other than one relating to the Development as specified in the Planning Application, granted after the date of this Agreement, whether or not pursuant to an appeal.

4.3 No waiver (whether express or implied) by the Council of any breach or default by the Owner in performing or observing any of the covenants undertakings obligations or restrictions contained in this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said covenants undertaking or obligation from acting upon any subsequent breach or default in respect of the Owner.

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

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

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

4.7 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission is quashed or revoked or otherwise withdrawn or (without the consent of the 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 Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.

4.9 In the event that the planning obligations contained in this Agreement are modified, a note or memorandum thereof shall be endorsed upon this Agreement.

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

4.11 The obligations under this Agreement shall not be binding on nor enforceable against:

4.11.1 any statutory undertaker which acquires any part of the Site or an interest in it for the purposes of its statutory undertaking; or

4.11.2 any individual owner, occupier or tenant of any part of the Development or any successor in title or any mortgagee or charge to such person.

5. THE OWNER'S PLANNING OBLIGATIONS

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

6. COSTS

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

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

7. REGISTRATION OF AGREEMENT

7.1 This Agreement shall be registered as a Local Land Charge by the Council.

8. RIGHT OF ACCESS

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

9. OWNERSHIP

9.1 The Owner warrants that no person other than the Owner has any legal or equitable interest in the Site.

10. CHANGE IN OWNERSHIP

10.1 The Owner agrees with the Council to give the Council immediate written notice of any change in ownership of any of its interests in the Site (save for where such interest relates to the disposal of a Dwelling) occurring before all the obligations under this Agreement have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan.

11. ARBITRATION

11.1 Any dispute, controversy or claim arising out of or relating to this Agreement, including any question regarding its breach, existence, validity or termination or the legal relationships established by this Agreement, shall be finally resolved by arbitration in accordance with the Arbitration Act 1996. It is agreed that:

11.1.1 the tribunal shall consist of one arbitrator appointed jointly by the parties;

11.1.2 in default of the parties' agreement as to the arbitrator, the arbitrator shall be appointed on either party's request by the President for the time being of the Royal Institution of Chartered Surveyors;

11.1.3 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

11.1.4 the seat of the arbitration shall be London.

12. THIRD PARTIES

12.1 No provision in this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

13. NOTICES

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

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

13.2.1 the Principal Planning Obligations Officer, Planning Services at London Borough of Hillingdon, Civic Centre, High Street, Uxbridge, Middlesex, UB8 1UW and shall cite the Planning Reference, in addition to e-mailing at cil@hillingdon.gov.uk and shall cite the Planning Reference;

13.2.2 the Owner at One Coleman Street, London, England, EC2R 5AA and marked "For the attention of the Development Manager" and bearing reference "Uxbridge S106 Agreement"

14. FORM PO1

14.1 Prior to Commencement of 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 14 above.

15. INDEXATION

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

15.1.1 A is the sum actually payable on the Specified Date;

15.1.2 B is the original sum mentioned in this Agreement;

15.1.3 C is the Index of Retail Prices (All Items) for the month two (2) months before the Specified Date;

15.1.4 D is the Index of Retail Prices (All Items) for the month two (2) months before the date of this Agreement; and

15.1.5 C/D is equal to or greater than 1.

15.2 Where reference is made to an index and that index ceases to exist or is replaced or rebased then it shall include reference to any index which replaces it or any rebased index (applied in a fair and reasonable manner to the periods before and after rebasing under this Agreement) or in the event the index is not replaced, to an alternative reasonably comparable basis or index as the Council shall advise the Owner in writing.

16. FUTURE MORTGAGEE CONSENT

16.1 Any future mortgagee or chargee of the Site shall be bound by the obligations contained in this Agreement and its security over the Site or the relevant part thereof shall take effect subject to this Agreement PROVIDED THAT such future mortgagee shall have no liability under this Agreement unless it takes possession of the Site or the relevant part thereof in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.

17. INTEREST

17.1 All costs, payments and expenses payable to the Council under this Agreement shall bear interest at the rate of four percent (4%) above the base rate of HSBC Bank PLC 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 Agreement shall be exclusive of any VAT properly payable.

18.2 The Owner hereby acknowledges and agrees that if at any time VAT is required to be paid in respect of the Site 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.

19. JURISDICTION

19.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

SCHEDULE 1

THE DEVELOPMENT

Comprehensive redevelopment of the site comprising demolition of existing buildings to provide residential care accommodation (Use Class C2) with ancillary uses and commercial unit at ground floor level (Use Class E) in buildings up to 7 storeys with car parking, landscaping and associated works.

SCHEDULE 2

RESTRICTION ON OCCUPATION BY AGE

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

1. Not to cause or allow or permit Occupation of any Dwelling until a Service Provider is in place and is operational for the provision of a Minimum Care Package to Qualifying Persons and/or a Co Resident for the lifetime of the Development.

2. The Owner hereby covenants with the Council not to cause or allow or permit Occupation of any Dwelling other than by a Qualifying Person and/or a Co Resident for the lifetime of the Development.

3. Personal Care includes any of the following (but not limited to):

   3.1 Physical assistance given to a person in connection with (by not limited to):

      3.1.1 Eating or drinking (including the maintenance of established parenteral nutrition);

      3.1.2 Toileting;

      3.1.3 Washing or bathing;

      3.1.4 Dressing;

      3.1.5 Oral care;

      3.1.6 The care of skin, hair and nails (with the exception of nail care provided by a person registered with the Health and Care Professions Council as a chiropodist pursuant to Article 5 of the 2001 Order);

      3.1.7 with managing and arranging the delivery of prescriptions, medication or food services specific to the individual needs;

      3.1.8 with organising and facilitating visiting clinical care specialists or allied health professionals;

      3.1.9 with planning and arranging home support which could include cleaning, laundry and other domestic support;

3.1.10 accessing wellbeing facilities, services, classes and expertise to support the prevention of health decline;

3.1.11 health and wellbeing checks, such as blood pressure, temperature, heart rate and other health care indicators;

3.1.12 advice on health, including nutrition and other foundations of wellbeing including physical exercise;

3.1.13 organising rehabilitation following a hospital visit or health event;

3.1.14 Organising additional care services such as GP visits, hospital appointments;

3.1.15 Collection and parking of vehicles for residents with impaired mobility in order to support mobility, activity levels, social interaction and maintain independence for use of the facilities or activities on the Site and enable trips into the wider community; and

3.1.16 Assistance with arranging visitor access in order to maintain contact with family members and friends and to encourage social interaction to maintain the mental wellbeing of Qualifying Persons;

3.2 The promoting, together with supervision, of a person, in relation to the performance of any of the activities listed above where that person is unable to make a decision for themselves in relation to performing such an activity without such promoting and supervision.

SCHEDULE 3

AFFORDABLE HOUSING

PART 1

AFFORDABLE HOUSING CONTRIBUTION

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

1. Prior to Commencement of Development to pay to the Council the Affordable Housing Contribution; and

2. Not to Commence or cause or allow or permit Commencement of Development before the Affordable Housing Contribution has been paid.

In this **Part 2 and Part 3 of this Schedule 3** the following definitions shall apply:

"Affordable Housing Provider"	means: (a) a provider of Affordable Housing registered under section 111 of the Housing and Regeneration Act 2008 (or such other relevant previous or amended or replacement statutory provision); (b) an approved development partner of Homes England (or any successor agency) which is eligible to obtain grant funding; or (c) any other body specialising in the provision of Affordable Housing in each case either nominated or approved by the Council (such approval not to be unreasonably withheld or delayed);
"Affordable Housing Target Tenure Split"	means: (a) a minimum of 30 per cent (by Habitable Room) of the Affordable Housing Units to be provided as Social Rented Housing or London Affordable Rented Housing; and (b) a minimum of 40 per cent (by Habitable Room) of the Affordable Housing Units to be provided as London Living Rent Housing or London Shared Ownership Housing with the tenure(s) of the remaining Affordable Housing Units to be confirmed in writing by the Council which shall consist of either Intermediate Housing, Social Rented Housing or London Living Rent Housing or London Shared Ownership Housing;
"Application"	means the application for the Development submitted to the Council by the Owner on 22 October 2020;
"Application Stage Build Costs"	means £60,577,800 (sixty million, five hundred and seventy seven thousand and eight hundred) being the estimated cost of demolition, construction, external works and assumed contingency allowance

	in respect of the Development as determined by the Application Stage Viability Appraisal;
"Application Stage GDV"	means £103,019,518 (one hundred and three million, nineteen thousand and five hundred and eighteen) being the estimated gross development value of the Development established by the Application Stage Viability Appraisaly;
"Application Stage Viability Appraisal"	means the financial viability appraisal dated 09 September 2021, titled Development Appraisal and prepared by Avison Young that was submitted in relation to the Application and independently assessed by the Council;
"Average Guild Living Residences Tenure Value"	means the average value of Guild Living Residences Tenure floorspace per square meter on the Site at the Late Stage Review Date based on the relevant information provided to establish the Late Stage Review Estimated GDV (as applicable) to be assessed by the Council and the Owner;
"Average Intermediate Housing Value"	means the average value of London Living Rent Housing, the Discounted Market Rent Housing or London Shared Ownership Housing floorspace per square metre (as applicable) at the Relevant Review Date based on the relevant information provided to establish the Early Stage Review GDV or Late Stage Review Estimated GDV (as applicable) to be assessed by the Council and the Owner;
"Average Low Cost Rent Housing Value"	means the average value of London Affordable Rented Housing or London Social Rented Housing floorspace per square metre (as applicable) at the Relevant Review Date based on the relevant information provided to establish the Early Stage Review GDV or Late Stage Review Estimated GDV (as applicable) to be assessed by the Council and the Owner;
"Average Open Market Housing Value"	means the average value of Open Market Housing Unit floorspace per square metre on the Site at the Relevant Review Date based on the relevant information provided to establish the Early Stage Review GDV or the Late Stage Review Estimated GDV (as applicable) to be assessed by the Council and the Owner;

"Block A" means the block fronting Harefield Road;

"Build Costs" means the build costs comprising construction of the Development supported by evidence of these costs to the Council's reasonable satisfaction including but not limited to:

(a) details of payments made or agreed to be paid in the relevant building contract;

(b) receipted invoices;

(c) costs certified by the Owner's quantity surveyor, costs consultant or agent;

but for the avoidance of doubt build costs exclude:

(i) professional, finance, legal and marketing costs;

(ii) all internal costs of the Owner including but not limited to project management costs, overheads and administration expenses; and

(iii) any costs arising from Fraudulent Transactions;

"Component" means a part of the Development including but not limited to:

a) Open Market Housing Units;
b) Commercial Units;
c) any other floorspace;
d) property;
e) land; and
f) event fees;

"CPI" means the Consumer Prices Index published monthly by the Office for National Statistics or, if the Consumer Prices Index is no longer maintained, such replacement or alternative index as the Council may determine, acting reasonably;

"Development Viability Information" means

(a) in respect of Formula 1:

(i) Early Stage Review GDV; and

(ii) Early Stage Review Build Costs;

(c) in respect of Formula 2:

(i) Late Stage Review Actual GDV;

(ii) Late Stage Review Actual Build Costs;

(iii) Late Stage Review Estimated GDV; and

(iv) Late Stage Review Estimated Build Costs; and

(d) in respect of Formula 3:

(i) Average Open Market Housing Value

(ii) Average Low Cost Rent Housing Value; and

(iii) Average Intermediate Housing Value

and including in each case supporting evidence to the Council's reasonable satisfaction;

"Discounted Market Rent Housing" means housing offered to Eligible Renters at a rent that is not more than 80 per cent of market rent and on the basis that annual housing costs, including rent and Service Charges:

(a) must not exceed 28 per cent of the relevant annual gross income upper limit (such 28 per cent being equivalent to 40 per cent of net income, with net income being assumed to be 70 per cent of gross income) specified in the London Plan Annual Monitoring Report; and

(b) in respect of the following sizes of units, must not exceed 28 per cent of the corresponding annual gross income upper limit below (such 28 per cent being equivalent to 40 per cent of net income, with net income being assumed to be 70 per cent of gross income):

(i) one-bedroom: £60,000;

(ii) two-bedroom: £80,000;

(iii) three-bedroom: £90,000; and

(iv) four-bedroom: £90,000;

"Disposal" means:

	(a) the Sale of a Component(s) of the Development; (b) the grant of a lease of a term of less than 125 years of a Component of the Development; or (c) the grant of an assured shorthold tenancy agreement or a short term let in respect of a Component of the Development ALWAYS excluding Fraudulent Transactions and **"Dispose"**, **"Disposals"** and **"Disposed"** shall be construed accordingly;
"Early Stage Review Build Costs"	means the sum of: (a) the estimated Build Costs remaining to be incurred; and (b) the Build Costs actually incurred at the Early Stage Review Date
"Early Stage Review Contribution"	means the surplus profit arising following the application of Formula 1;
"Early Stage Review Date"	means the date of the submission of the Development Viability Information pursuant to paragraph 2, part 2 of this schedule 3;
"Early Stage Review GDV"	means the sum of (a) the estimated Market Value at the Early Stage Review Date of all Components of the Development based on detailed comparable evidence and any known rental values secured at the time of the of the Early Stage Review Date; and (b) any Development related income from any other sources to be assessed by the Council;
"Eligible Purchaser"	means a purchaser or purchasers whose Household Income at the date of purchasing the relevant London Shared Ownership Housing Unit does not exceed the relevant upper limit specified in the latest London Plan Annual Monitoring Report such amount at the date of this Agreement being £90,000;
"Eligible Renter"	means an existing private or social tenant or tenants without sufficient combined current savings to

	purchase a home in the local area and whose Household Income at the date of renting the relevant London Living Rent Housing Unit or Discounted Market Rent Housing Unit (as appropriate) does not exceed the relevant upper limit specified in the latest London Plan Annual Monitoring Report such amount at the date of this Agreement being £60,000 and who meets the other criteria (if any) specified in the latest London Plan Annual Monitoring Report;
"External Consultant"	means the external consultant(s) appointed by the Council to assess the Development Viability Information;
"Formula 1"	means the formula identified as "Formula 1" within the annex to this schedule 3;
"Formula 2"	means the formula identified as "Formula 2" within the annex to this schedule 3;
"Formula 3"	means the formula identified as "Formula 3" within the annex to this schedule 3;
"Fraudulent Transaction"	means: (a) a transaction the purpose or effect of which is to artificially reduce the Late Stage Review Actual GDV and/or artificially increase the Late Stage Review Actual Build Costs; or (b) a Disposal that is not an arm's length third party bona fide transaction;
"GLA"	means the Greater London Authority or any successor in statutory function;
"Habitable Room"	means any room within a Dwelling the primary use of which is for living, sleeping or dining and which expressly includes kitchens of 13 square metres or more, living rooms, dining rooms and bedrooms but expressly excludes kitchens with a floor area of less than 13 square metres, bathrooms, toilets, corridors and halls;
"Household"	means, in relation to a person "A", A and all other persons who would, after purchasing a London Shared Ownership Housing Unit or renting a London Living Rent Housing Unit (as appropriate) share that London Shared Ownership Housing Unit

	or London Living Rent Housing Unit with A and one another as the only or main residence of both A and such other persons;
"Household Income"	means: (a) in relation to a single Eligible Purchaser or a single Eligible Renter, the gross annual income of that Eligible Purchaser's or Eligible Renter's Household; and (b) in relation to joint Eligible Purchasers or joint Eligible Renters, the combined gross annual incomes of those Eligible Purchasers' or Eligible Renters' Households;
"Intermediate Housing"	means London Living Rent Housing, Discounted Market Rent Housing, London Shared Ownership Housing or all or any of them (as the context requires);
"Late Stage Review Actual Build Costs"	means the Build Costs incurred at the Late Stage Review Date which for the avoidance of doubt shall exclude any contingency allowance;
"Late Stage Review Actual GDV"	means the sum of: (a) the value of all gross receipts from any Sale of a Component of the Development prior to the Late Stage Review Date; (b) the Market Value of any Component of the Development that has been otherwise Disposed prior to the Late Stage Review Date but not Sold; and (c) any Development related income from any other sources to be assessed by the Council in respect of which the supporting evidence to be submitted as part of the Development Viability Information shall include documentary evidence of all gross receipts under (a) and evidence of rental values achieved for different Components of the Development under (b);
"Late Stage Review Cap"	means the cap on the Late Stage Review contribution as calculated in accordance with Formula 3;

"Late Stage Review Contribution"	means a financial contribution for the provision of off-site Affordable Housing in the Authority's Area the precise value of which shall be calculated in accordance with Formula 2 and which shall be subject to the Late Stage Review Cap;
"Late Stage Review Date"	means the date on which 75 per cent of the Dwellings have been Disposed as determined by the Council pursuant to paragraph 6, part 3 of this schedule 3;
"Late Stage Review Estimated Build Costs"	means the estimated Build Costs remaining to be incurred at the Late Stage Review Date;
"Late Stage Review Estimated GDV"	means the estimated Market Value at the Late Stage Review Date of all remaining Components of the Development that are yet to be Disposed based on detailed comparable evidence and any known rental values secured at the time of the Late Stage Review Date;
"London Affordable Rented Housing"	means rented housing provided by an Affordable Housing Provider that has the same characteristics as Social Rented Housing except that it is not required to be let at Target Rents but is subject to other rent controls that require it to be offered to eligible households in accordance with Part VI of the Housing Act 1996 at a rent that is: (a) including Service Charges, up to 80 per cent of local market rents; and (b) excluding Service Charges, no higher than the benchmark rents published by the GLA annually in accordance with the Mayor's Funding Guidance;
"London Living Rent Housing"	means rented housing provided by an Affordable Housing Provider that is required to be offered to Eligible Renters on a time-limited tenancy: (a) with a minimum term of three years unless a shorter term is requested by the prospective tenant; (b) with a break clause allowing the tenant to end the tenancy any time after the first six months of the tenancy with one month's notice;

(c) at rents not exceeding the relevant maximum rents published by the GLA annually; and

(d) under which rent increases (in percentage terms) within the term of the tenancy in question will not be more than the percentage increase in the CPI for the relevant period PROVIDED THAT initial rents for subsequent lettings will reset in accordance with sub-paragraph (c) above;

"London Plan" means the London Plan published in March 2021 as revised from time to time;

"London Plan Annual Monitoring Report" means the monitoring report published annually by the Mayor of London reviewing the progress being made in implementing the policies and addressing the objectives of the London Plan or any replacement GLA guidance or policy;

"London Shared Ownership Housing" means housing offered to Eligible Purchasers to be occupied partly for rent and partly by way of owner occupation on shared ownership arrangements as defined in section 70(4) of the Housing and Regeneration Act 2008 (or any amended or replacement provision) where the shared ownership lessee for the time being has the right to carry out Staircasing and dispose of the unit on the open market and on the basis that annual housing costs, including Service Charges and mortgage payments (assuming reasonable interest rates and deposit requirements):

(a) must not exceed 28 per cent of the relevant annual gross income upper limit (such 28 per cent being equivalent to 40 per cent of net income, with net income being assumed to be 70 per cent of gross income) specified in the London Plan Annual Monitoring Report; and

(b) in respect of the following sizes of units, must not exceed 28 per cent of the corresponding annual gross income upper limit below (such 28 per cent being equivalent to 40 per cent of net income, with net income being assumed to be 70 per cent of gross income):

(i) one-bedroom: £60,000;

(ii) two-bedroom: £80,000;

(iii) three-bedroom: £90,000; and

(iv) four-bedroom: £90,000

and **"London Shared Ownership Lease"** and **"London Shared Ownership Lessee"** shall be construed accordingly;

"Low Cost Rent Housing" means Social Rented Housing, London Affordable Rented Housing or both (as the context requires);

"Market Value" means the price at which the sale of the relevant property interest would have been completed unconditionally for cash consideration on the Relevant Review Date based on detailed comparable market evidence, including evidence of rental values achieved for any Component of the Development which has been Disposed but not Sold, to be assessed by the Council and assuming:

(a) a willing seller and a willing buyer;

(b) that, prior to the date of valuation, there has been a reasonable period of not less than six months for the proper marketing of the interest (having regard to the nature of the property and the state of the market) for the agreement of the price and terms and for the completion of the sale;

(c) that no account is taken of any additional bid by a prospective purchaser with a special interest; and

(d) that both parties to the transaction have acted knowledgeably, prudently and without compulsion;

"Mayor's Funding Guidance" means "Homes for Londoners: Affordable Homes Programme 2016-21 Funding Guidance" published by the Mayor of London in November 2016 or any update or replacement guidance;

"Occupation Date" means the date on which any part of the Development (or any part) is first occupied for the purposes set out in the Planning Permission excluding occupation for the purposes of fitting out

	or marketing the Development (or any part or phase) and the terms **"Occupy"**, **"Occupied"**, **"Occupier"** and **"Occupation"** shall be construed accordingly;
"Open Market Housing Units"	means the Dwellings comprising 448 Habitable Rooms which are to be sold or let on the open market and which are not Affordable Housing Units;
"Relevant Review Date"	means the Early Stage Review Date or the Late Stage Review Date (as the context requires);
"Rent Guidance"	means the Guidance on Rents for Social Housing and the Direction on the Rent Standard 2014 issued by the Department of Communities and Local Government in May 2014 or such other replacement guidance or direction or legislation;
"Rent Standard"	means the standard relating to rent set by the Regulator of Social Housing from time to time having regard to the Welfare Reform and Work Act 2016, the Rent Guidance and the Direction on the Rent Standard 2014 issued by the Department for Communities and Local Government in May 2014 together with the Rent Standard Guidance published by the Department for Communities and Local Government in April 2015 or such other replacement guidance or direction or legislation;
"Sale"	means: (a) the sale of the freehold of a Component; or (b) the grant of a lease of a Component with a term of 125 years or more and subject to nominal rent and **"Sold"** shall be construed accordingly;
"Service Charges"	means all amounts payable by a tenant or owner (as appropriate) of the relevant London Affordable Rented Housing Unit, London Living Rent Housing Unit or London Shared Ownership Housing Unit as part of or in addition to the rent and directly or indirectly for services, repairs, maintenance, improvements, insurance and/or the landlord's costs of management in relation to that London Affordable Rented Housing Unit, London Living

	Rent Housing Unit or London Shared Ownership Housing Unit;
"Social Rented Housing"	means rented housing owned and managed by local authorities or Affordable Housing Providers and let at Target Rents;
"Staircasing"	means the acquisition by a London Shared Ownership Lessee of additional equity in a London Shared Ownership Housing Unit up to a maximum of 100 per cent equity and **"Staircased"** shall be construed accordingly;
"Substantial Implementation"	means the occurrence of the following in respect of the Development: (a) completion of all ground preparation works for Block A and all site-wide enabling works; and (b) completion of the foundations for core A2;
"Substantial Implementation Target Date"	means the date 24 months from but excluding the date of grant of the Planning Permission;
"Target Rents"	means rents for Social Rented Housing conforming with the pattern produced by the rents formula set out in the Rent Guidance and subject to the limit on rent changes and rent caps set out therein and subject to indexation as permitted by the Rent Standard or Rent Guidance (whichever is applicable) from time to time;
"Target Return"	means the profit on value of 17.5% on the Residential Development GDV and 15% on the Commercial Development GDV;
"Working Day"	means any day except Saturday, Sunday and any bank or public holiday.

PART 2

EARLY STAGE REVIEW

1. EARLY VIABILITY REVIEW TRIGGER

1.1 The Owner shall notify the Council in writing of the date on which it considers that Substantial Implementation has been achieved no later than ten (10) Working Days after such date and such notice shall be accompanied by full documentary evidence on an open book basis to enable the Council to independently assess whether the Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date.

1.2 No later than five (5) Working Days after receiving a written request from the Council, the Owner shall provide to the Council any additional documentary evidence reasonably requested by the Council to enable it to determine whether the Substantial Implementation has been achieved on or before the Substantial Implementation Target Date.

1.3 Following the Owner's notification pursuant to paragraph 1.1 of this part 2, schedule 3, the Owner shall afford the Council access to the Site to inspect and assess whether or not the works which have been undertaken achieve the Substantial Implementation PROVIDED ALWAYS THAT the Council shall:

1.3.1 provide the Owner with reasonable written notice of its intention to carry out such an inspection;

1.3.2 comply with relevant health and safety legislation; and

1.3.3 at all times be accompanied by the Owner or its agent.

1.4 No later than twenty (20) Working Days after the Council receives:

1.4.1 notice pursuant to paragraph 1.1 of this part 2, schedule 3; or

1.4.2 if the Council makes a request under paragraph 1.2 of this part 2, schedule 3, the additional documentary evidence,

the Council shall inspect the Site and thereafter provide written confirmation to the Owner within ten (10) Working Days of the inspection date as to whether or not the Council considers that the Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date.

1.5 If the Council notifies the Owner that the Council considers that the Substantial Implementation has not been achieved then this paragraph 1 shall continue to apply

mutatis mutandis until the Council has notified the Owner pursuant to paragraph 1.4 of this part 2, schedule 3 that the Substantial Implementation has been achieved.

1.6 The Owner shall not Occupy the Dwellings or any part thereof until:

1.6.1 the Council has notified the Owner that the Substantial Implementation has been achieved on or before the Substantial Implementation Target Date; and

1.6.2 the Council has notified the Owner that an Early Stage Review Contribution is not required; or

1.6.3 the Council has notified the Owner that an Early Stage Review Contribution is required and that the Early Stage Review Contribution has been paid in full to the Council.

2. SUBMISSION OF DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION

2.1 Where the Substantial Implementation has not occurred before the Substantial Implementation Target Date (as determined by the Council under paragraph 1 of this part 2, schedule 3 or pursuant to dispute resolution in accordance with Clause 11 of this Agreement):

2.1.1 the Owner shall submit the following information no later than twenty (20) Working Days after the date on which the Owner is notified pursuant to paragraph 1 of this part 2, schedule 3 that the Substantial Implementation has been achieved, on the basis that the Council may make such information publicly available:

2.1.1.1 the Development Viability Information for Formula 1;

2.1.1.2 a written statement that applies the applicable Development Viability Information to Formula 1 (PROVIDED ALWAYS THAT if the result produced by Formula 1 is less than zero it shall be deemed to be zero); and

2.1.2 paragraphs 3 and 4 of this part 2, schedule 3 shall apply.

3. ASSESSMENT OF DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION

3.1 The Council shall assess the information submitted pursuant to paragraph 1 of this part 2, schedule 3 and assess whether in its view an Early Stage Review Contribution is payable in accordance with Formula 1 and for the avoidance of doubt the Council

will be entitled to rely on its own evidence in determining inputs into Formula 1 subject to such evidence also being provided to the Owner.

3.2 The Council may appoint an External Consultant to assess the information submitted pursuant to paragraph 2 of this part 2, schedule 3.

3.3 In the event that the Council and/or an External Consultant requires further Development Viability Information or supporting evidence of the same then the Owner shall provide any reasonably required information to the Council or the External Consultant (as applicable and with copies to the other parties) within ten (10) Working Days of receiving the relevant request and this process may be repeated until the Council and/or the External Consultant (as applicable) has all the information it reasonably requires to assess whether in their view an Early Stage Review Contribution is payable in accordance with Formula 1.

3.4 If the Council and/or External Consultant determines following receipt of the information submitted pursuant to paragraph 1 of this part 2, schedule 3 that Substantial Implementation has not occurred, the Council may require the Owner to promptly submit additional information pursuant to paragraph 1 of this part 2, schedule 3 or to re-submit the information required under paragraph 1 of this part 2, schedule 3 upon the occurrence of Substantial Implementation (as determined by the Council).

3.5 When the Council or its External Consultants has completed its assessment of the information submitted pursuant to paragraph 2 of this part 2, Schedule 3, the Council shall notify the Owner in writing of the Council's decision as to whether an Early Stage Review Contribution is required and, if so, how much.

3.6 If the Council notifies the Owner pursuant to paragraph 3.5 of this part 2, Schedule 3 that an Early Stage Review Contribution is required:

3.6.1 the Owner shall pay the Early Stage Review Contribution to the Council within ten (10) Working Days of the date on which such notice is received; and

3.6.2 the Owner shall not Occupy the Dwellings until the Early Stage Review Contribution has been paid in full to the Council.

3.7 The Owner shall pay the Council's costs which are reasonably and properly incurred in assessing the information submitted pursuant to paragraph 2 of this part 2, schedule 3 including those of the External Consultant within twenty (20) Working Days of receipt of a written request for payment.

3.8 The Council shall at all times act reasonably and in particular (without prejudice to generality) where any approval, response or expression of satisfaction is required by this Part 2 (Early Stage Review) of Schedule 3 it will not be unreasonably withheld or

delayed and will be provided to the Owner within 10 (ten) Working Days of such request.

PART 3

LATE STAGE REVIEW

4. LATE STAGE VIABILITY REVIEW TRIGGER

4.1 The Owner shall notify the Council in writing of the anticipated Late Stage Review Date not less than twenty (20) Working Days in advance of that date.

5. SUBMISSION OF DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION

5.1 No later than twenty (20) Working Days after the Late Stage Review Date notified to the Council pursuant to paragraph 4.1 of this part 3, schedule 3, the Owner shall submit the following information on the basis that the Council may make such information publicly available:

5.1.1 the Development Viability Information for Formula 2 and Formula 3; and

5.1.2 a written statement that applies the applicable Development Viability Information to Formula 2 (PROVIDED ALWAYS THAT if the result produced by Formula 2 is less than zero it shall be deemed to be zero) and Formula 3 thereby confirming whether in the Owner's view any Late Stage Review Contribution is payable and, if so, how much.

6. ASSESSMENT OF DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION

6.1 The Council shall assess the Development Viability Information submitted pursuant to paragraph 5 of this part 3, schedule 3 and assess whether in its view a Late Stage Review Contribution is payable in accordance with Formula 2 subject to the Late Stage Review Cap as calculated in accordance with Formula 3 and, if so, how much and the Council will be entitled to rely on its own evidence in determining inputs into Formula 2 and Formula 3 subject to such evidence also being provided to the Owner.

6.2 The Council may appoint an External Consultant to assess the information submitted pursuant to paragraph 5 of this part 3, schedule 3.

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

Working Days of receiving the relevant request and this process may be repeated until the Council and/or the External Consultant (as applicable) has all the information it reasonably requires to assess whether in its view any Late Stage Review Contribution is required in accordance with Formula 2 subject to the Late Stage Review Cap as calculated in accordance with Formula 3.

6.4 If the Council and/or External Consultant determines following receipt of the information submitted pursuant to paragraph 5 of this part 3, schedule 3 that the Late Stage Review Date has not occurred, the Council may require the Owner to promptly submit additional information pursuant to paragraph 5 of this part 3, schedule 3 or to re-submit the information required under paragraph 5 of this part 3, schedule 3 upon the occurrence of the Late Stage Review Date (as determined by the Council).

6.5 When the Council or its External Consultant has completed its assessment of the information submitted pursuant to paragraph 5 of this part 3, schedule 3 the Council shall notify the Owner in writing of its decision as to whether any Late Stage Review Contribution is required and, if so, how much.

6.6 If the Council notifies the Owner pursuant to paragraph 6.5 of this part 3, schedule 3 that a Late Stage Review Contribution is required:

6.6.1 the Owner shall pay the Late Stage Review Contribution to the Council within ten (10) Working Days of the date on which such notice is received; and

6.6.2 the Owner shall not Occupy more than 85 per cent of the Dwellings until the Late Stage Review Contribution has been paid in full to the Council.

6.7 The Owner shall pay the Council's costs which are reasonably and properly incurred in assessing the information submitted pursuant to paragraph 5 of this part 3, schedule 3 including those of the External Consultant within twenty (20) Working Days of receipt of a written request for payment.

6.8 The Owner shall not Occupy more than 75 per cent of the Dwellings until the Council has notified the Owner in writing of its decision as to whether any Late Stage Review Contribution is required pursuant to paragraph 6.5 of this part 3, schedule 3.

7. MONITORING

7.1 The Parties acknowledge and agree that as soon as reasonably practicable after each of:

7.1.1 the Council's notification pursuant to paragraph 3.5 of part 2 of this Schedule 3 that an Early Stage Review Contribution is required; and

7.1.2 the Council's notification pursuant to paragraph 6.5 of this part 3, schedule 3 that a Late Stage Review Contribution is required

the Council shall report to the GLA through the London Development Database the following information (to the extent applicable):

7.1.2.1 the amount of the Early Stage Review Contribution; and

7.1.2.2 the amount of the Late Stage Review Contribution.

7.2 The Council shall at all times act reasonably and in particular (without prejudice to generality) where any approval, response or expression of satisfaction is required by this Part 3 (Late Stage Review) of Schedule 3 it will not be unreasonably withheld or delayed and will be provided to the Owner within 10 (ten) Working Days of such request.

ANNEX TO SCHEDULE 3

FORMULA 1 (Early Review Surplus)

"Surplus profit" = ((A – B) – (C – D)) - P

Where:

A = Early Stage Review GDV (£)

B = Application Stage GDV (£)

C = Early Stage Review Build Costs (£)

D = Application Stage Build Costs (£)

P = (A – B) * Y

Y = Target Return (%)

Notes:

(A – B) represents the change in GDV from the date of planning permission to the date of review.

(C – D) represents the change in build costs from the date of planning permission to the date of review.

P represents developer profit on change in GDV.

FORMULA 2 (Late Review Surplus)

X = Late Stage Review Contribution

X = ((A + B – C) – (D + E - F) – P) * 0.6

Where:

A = Late Stage Review Actual GDV (£)

B = Late Stage Review Estimated GDV (£)

C =

- Application Stage GDV (£), where Development Viability Information for Formula 1 and 2 was not required to be submitted pursuant to paragraph 2 of schedule 3; or
- Early Stage Review GDV (£) as determined by the Council pursuant to paragraph 3 of schedule 3, where Development Viability Information for Formula 1 was submitted pursuant to paragraph 2 of schedule 3

D = Late Stage Review Actual Build Costs (£)

E = Late Stage Review Estimated Build Costs (£)

F =

- Application Stage Build Costs (£), where Development Viability Information for Formula 1 was not required to be submitted pursuant to paragraph 2 of schedule 3; or
- Early Stage Review Build Costs (£) as determined by the Council pursuant to paragraph 3 of schedule 3, where Development Viability Information for Formula 1 was submitted pursuant to paragraph 2 of schedule 3

P = (A + B – C) * Y

Y = Target Return (%)

Notes:

(A + B - C) represents the change in GDV from the date of the planning permission (or previous review if triggered) to the Late Stage Review Date.

(D + E – F) represents the change in build costs from the date of the planning permission (or previous review if triggered) to the Late Stage Review Date.

P represents developer profit on change in GDV.

0.6 represents the 60 per cent of the surplus profit to be used by the Council for additional affordable housing, after the developer's profit (P) has been deducted.

FORMULA 3

X = Late Stage Review Cap

X = (((A * D) – (B * D)) * E) + (((A * D) – (C * D)) * F) – G)

Where:

A = Average Guild Living Residences Tenure Value (£)

B = Average Low Cost Rent Housing Value (£)

C = Average Intermediate Housing Value (£)

D = 17.5m², being the average Habitable Room size for the Development

E = 70 % of the 50% of the Habitable Rooms of the Guild Living Residences Tenure

F = 30 % of the 50% of the Habitable Rooms of the Guild Living Residences Tenure

G = Affordable Housing Contribution

SCHEDULE 4

AIR QUALITY CONTRIBUTION

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

1. Prior to Commencement of Development to pay to the Council the Air Quality Contribution; and

2. Not to Commence or cause or allow or permit Commencement of Development before the Air Quality Contribution has been paid.

SCHEDULE 5

CONSTRUCTION TRAINING

The Owner hereby covenants with the Council as follows:

Construction Training Scheme: In-kind Provision

1. Securing an employment or training agreement is the Council's priority. The Construction Training Contribution will only be acceptable in exceptional circumstances as set out in the Council's Planning Obligations Supplementary Planning Document.

2. Prior to Commencement of Development to meet (along with the Owner's main contractor) with representatives from the Council's partnership team and agree the basis and methodology of the Construction Training Scheme for this Development.

3. The Owner shall implement and adhere to the agreed Construction Training Scheme during the construction of the Development in order that obligations in this Schedule are met.

4. The Owner shall issue a written statement to prospective contractors and sub-contractors at the tendering of work stage for the Development which sets out the obligations in this Schedule and the Owner's commitment to ensuring that the obligations contained in this Schedule are complied with.

5. Prior to Commencement of the Development the Owner and the Council shall agree the Co-ordinator Costs (if any).

6. Prior to Commencement of the Development the Owner shall pay the agreed Co-ordinator Costs to the Council (if any).

7. Not to Commence or cause or permit to be Commenced any part of the Development until the obligations contained in paragraphs 2 - 6 of this Schedule have been complied with.

8. In the event of Significant Under-Performance the Council reserves the right to request the Construction Training Contribution. The Owner will have a period of not less than twenty eight (28) days to address any Significant Under-Performance from the date of the written notice by the Council prior to making the said payment and if within that twenty eight (28) days delivery rises to fifty (50) per cent or more of the total outputs specified in the Construction Training Scheme then the Construction Training Contribution will not be payable by the Owner and the request for payment will be withdrawn by the Council.

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

Construction Training Contribution in lieu

10. The Construction Training Scheme will not be required and the obligations within **paragraphs 2 – 9** (inclusive) above shall not apply where the Owner and the Council agree in writing prior to Commencement of Development that the Owner shall pay the Construction Training Contribution in lieu of provision of the Construction Training Scheme. In the event that the parties agree that the Construction Training Contribution is due this shall be paid to the Council prior to Commencement of the Development

11. Not to Occupy or cause to be Occupied any part of the Development before either:

11.1 the approved Construction Training Scheme has been implemented and delivered by the Owner throughout the construction period of the Development in accordance with the approved scheme and the Co-ordinator Costs have been paid to the Council (if any); or

11.2 in the event of Significant Under-Performance the Construction Training Contribution has been paid to the Council; or

11.3 the Construction Training Contribution has been paid to the Council pursuant to paragraph 10 above.

SCHEDULE 6

CARBON OFFSET CONTRIBUTION

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

1. Prior to Commencement of Development to pay to the Council the Carbon Offset Contribution; and

2. Not to Commence or cause or allow or permit Commencement of Development before the Carbon Offset Contribution has been paid.

SCHEDULE 7

COMMERCIAL TRAVEL PLAN

In this Schedule **7** the following definitions shall apply:

'Auditor'	means a suitably qualified, experienced and independent person nominated by the Owner and approved in writing by the Council (acting reasonably) for the purpose of verifying the results of the Monitoring;
'Car'	means a four (4) wheeled motor vehicle other than one powered by electricity;
'Commercial Travel Plan Bond'	means the bond in the sum of ten thousand pounds (£10,000) to secure compliance with this **Schedule 7** or the Commercial Travel Plan in order to meet the objectives of the Commercial Travel Plan in a form first approved by the Council in writing (acting reasonably);
'Commercial Travel Plan Co-ordinator'	means the person or persons to be appointed by the Owner to act as co-ordinator of the Commercial Travel Plan who shall be responsible for the implementation, monitoring and progress reporting of the Commercial Travel Plan for a period of not less than the Monitoring Period in order to achieve the objectives of the Commercial Travel Plan;
"Employees/Users"	means a person making the journey to/from the Development;
'Monitoring'	means a survey of Employees/Users of the Commercial Units using a questionnaire in a form supplied or approved in writing by the Council (acting reasonably) with the object of

	ascertaining the modes of transport used by Employees/Users when travelling between home and the Commercial Units on a particular day (or any alternative method of achieving that object approved in writing by the Council (acting reasonably) from time to time);
'Monitoring Period'	means the period of up to a maximum of five (5) years beginning on Occupation of the Commercial Units;
'Targets'	means targets for achieving a decrease in the proportion of persons travelling to and from the Commercial Units by driver only private Car to using more sustainable modes of transport (where walking, cycling or the use of public transport are more sustainable than using a Car) as calculated in the Commercial Travel Plan which shall be submitted to and approved by the Council (acting reasonably) for the Commercial Units.

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

1. Not to Occupy the Commercial Units until the Commercial Travel Plan has been submitted to and approved in writing by the Council (such approval not to be unreasonably withheld or delayed).

2. The Commercial Travel Plan shall include as a minimum:

   2.1. Company name, hours of operation and proposed number of staff;

   2.2. Details as to compliance with TfL methodology and details of the methodology to be used to implement and monitor the Commercial Travel Plan;

   2.3. The length of the monitoring period for the Commercial Travel Plan which shall not be less than the Monitoring Period;

   2.4. A timetable for the preparation, implementation, monitoring and review (within the Monitoring Period) of all stages of the Commercial Travel Plan;

2.5. The period post Occupation when the initial Monitoring will be undertaken and details of subsequent Monitoring for the purposes of assessment achievement of Targets; and

2.6. The Targets.

3. The Commercial Travel Plan shall be implemented by the Owner as soon as reasonably practicable and in any event no later than two (2) months following first Occupation of the Commercial Units.

4. To procure the funding and implementation of the Commercial Travel Plan in accordance with the actions and timetable specified therein and thereafter to comply with the Commercial Travel Plan for the Monitoring Period.

5. The Owners shall not Occupy any part of the Commercial Units until a Commercial Travel Plan Co-ordinator has been appointed and details of the name, office, address, email address and telephone number of the said Commercial Travel Plan Co-Ordinator have been supplied to the Council and TfL in the case of referred applications to the GLA.

6. The Owners shall be responsible for the reasonable and proper costs of any Monitoring and auditing and any remuneration and reasonable and proper expenses payable to the Commercial Travel Plan Co-ordinator and the Auditor.

7. In the event that the Commercial Travel Plan Co-ordinator resigns or is otherwise dismissed from employment for any reason, the Owners will employ (or will procure the employment of) a replacement Commercial Travel Plan Co-ordinator as soon as reasonably practicable.

8. Following approval of the Commercial Travel Plan for the Commercial Units the Commercial Travel Plan Co-ordinator shall monitor and review the Commercial Travel Plan for a period of not less than the Monitoring Period including undertaking the following:

8.1. within twenty eight (28) days of the Occupation of the Commercial Units to provide written details of the Commercial Travel Plan to all new occupiers of the Commercial Units;

8.2. to use reasonable endeavours to ensure that Employees/Users of the Commercial Units comply with the Commercial Travel Plan;

8.3. to undertake the initial Monitoring which shall not be carried out later that one (1) year after Occupation of the Commercial Units and to undertake two (2) subsequent reviews of the Commercial Travel Plan not later than three (3) years

and five (5) years after Occupation of the Commercial Units and provide a written report within twenty eight (28) days of the review to the Council;

8.4. to supply the Council with a statistical summary of the modes of transport used by Employees/Users disclosed by any Monitoring or copies of any questionnaires completed by Employees/Users; and

8.5. to secure that the results of the Monitoring are verified by an Auditor within two (2) calendar months of the Monitoring taking place by methods that accord with the reasonable requirements of the Council.

9. The Owner will implement any reasonable recommendations made by the Council following each annual review of the Commercial Travel Plan within twenty eight (28) days of such recommendation being made by the Council.

10. Prior to Occupation of the Commercial Units the Owner shall enter into a Commercial Travel Plan Bond in order to secure the due performance by the Owner of its Monitoring and reporting obligations or the achievement of Targets as contained in the Commercial Travel Plan.

11. The Council shall not be entitled to drawdown any of the Commercial Travel Plan Bond except in the event of a default by the Owner to submit one or more Monitoring surveys, as shall be detailed in the Commercial Travel Plan, within the timetable specified in the Commercial Travel Plan or failure to achieve Targets and the Council shall only be entitled to drawdown any of the Commercial Travel Plan Bond as is necessary in order to cover the proper and reasonable cost the Council incurs in carrying out the said Commercial Travel Plan Monitoring or implementing measures to achieve compliance with the aims of the Commercial Travel Plan, to include implementing measures to achieve Targets.

12. The Commercial Travel Plan Bond shall be released following the expiration of the Monitoring Period.

SCHEDULE 8

RESIDENTIAL TRAVEL PLAN

In this **Schedule 8** the following definitions shall apply:

'Auditor'	means a suitably qualified, experienced and independent person nominated by the Owner and approved in writing by the Council (acting reasonably) for the purpose of verifying the results of the Monitoring;
'Car'	means a four (4) wheeled motor vehicle other than one powered by electricity;
'Monitoring'	means a survey of Residents/Users of the Dwellings using a questionnaire in a form supplied or approved by the Council (acting reasonably) with the object of ascertaining the modes of transport used by Residents/Users when travelling between home and the Dwellings on a particular day (or any alternative method of achieving that object approved in writing by the Council (acting reasonably) from time to time);
'Monitoring Period'	means the period of up to a maximum of five (5) years beginning on Occupation of the Dwellings;
"Residents/Users"	means a person making the journey to/from the Dwellings;
'Residential Travel Plan Bond'	means the bond in the sum of ten thousand pounds (£10,000) to secure compliance with this **Schedule 8** or the Residential Travel Plan in order to meet the objectives of the Residential Travel Plan in a form first approved by the Council in writing (acting reasonably);

'Residential Travel Plan Co-ordinator'	means the person or persons to be appointed by the Owner to act as co-ordinator of the Residential Travel Plan who shall be responsible for the implementation, monitoring and progress reporting of the Residential Travel Plan for a period of not less than the Monitoring Period in order to achieve the objectives of the Residential Travel Plan; and
'Targets'	means for targets for achieving a decrease in the proportion of persons travelling to and from the Dwellings by driver only private Car to using more sustainable modes of transport (where walking, cycling or the use of public transport are more sustainable than using a Car) as calculated in the Residential Travel Plan which shall be submitted to and approved by the Council (acting reasonably) for the Dwellings.

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

1. Not to Occupy the Dwellings until the Residential Travel Plan has been submitted to and approved in writing by the Council (such approval not to be unreasonably withheld or delayed).

2. The Residential Travel Plan shall include as a minimum:

   2.1. Details as to compliance with TfL methodology and details of the methodology to be used to implement and monitor the Travel Plan;

   2.2. The length of the monitoring period for the Residential Travel Plan which shall not be less than the Monitoring Period;

   2.3. A timetable for the preparation, implementation, monitoring and review (within the Monitoring Period) of all stages of the Residential Travel Plan;

   2.4. The period post Occupation when the initial Monitoring will be undertaken and details of subsequent Monitoring for the purposes of assessment achievement of Targets; and

2.5. The Targets.

3. The Residential Travel Plan shall be implemented by the Owner as soon as reasonably practicable and in any event no later than two (2) months following first Occupation of the Dwellings.

4. To procure the funding and implementation of the Residential Travel Plan in accordance with the actions and timetable specified therein and thereafter to comply with the Residential Travel Plan for the Monitoring Period.

5. The Owner shall not Occupy any part of the Dwellings until a Residential Travel Plan Co-ordinator has been appointed and details of the name, office, address, email address and telephone number of the said Residential Travel Plan Co-Ordinator have been supplied to the Council and TfL in the case of referred applications to the GLA.

6. The Owner shall be responsible for the reasonable and proper costs of any Monitoring and auditing and any remuneration and reasonable and proper expenses payable to the Residential Travel Plan Co-ordinator and the Auditor.

7. In the event that the Residential Travel Plan Co-ordinator resigns or is otherwise dismissed from employment for any reason, the Owner will employ (or will procure the employment of) a replacement Residential Travel Plan Co-ordinator as soon as reasonably practicable.

8. Following approval of the Residential Travel Plan of the Development the Residential Travel Plan Co-ordinator shall monitor and review the Residential Travel Plan for a period of not less than the Monitoring Period including undertaking the following:

8.1. within twenty eight (28) days of the Occupation of the Dwellings to provide written details of the Residential Travel Plan to all new occupiers of the Dwellings;

8.2. to use reasonable endeavours to ensure that Residents/Users of the Dwellings comply with the Residential Travel Plan;

8.3. to undertake the initial Monitoring which shall not be carried out later that one (1) year after Occupation of the Dwellings and to undertake two (2) subsequent reviews of the Residential Travel Plan not later than three (3) years and five (5) years after Occupation of the Dwellings and provide a written report within twenty eight (28) days of the review to the Council;

8.4. to supply the Council with a statistical summary of the modes of transport used by Residents/Users disclosed by any Monitoring or copies of any questionnaires completed by Residents/Users; and

8.5. to secure that the results of each Monitoring are verified by an Auditor within two (2) calendar months of the Monitoring taking place by methods that accord with the reasonable requirements of the Council.

9. The Owner will implement any reasonable recommendations made by the Council following each annual review of the Residential Travel Plan within twenty eight (28) days of such recommendation being made by the Council.

10. Prior to Occupation of the Dwellings the Owner shall enter into a Residential Travel Plan Bond in order to secure the due performance by the Owner of its Monitoring and reporting obligations, or the achievement of Targets as contained in the Residential Travel Plan.

11. The Council shall not be entitled to drawdown any of the Residential Travel Plan Bond except in the event of a default by the Owner to submit one or more Monitoring surveys, as shall be detailed in the Residential Travel Plan, within the timetable specified in the Residential Travel Plan or failure to achieve Targets and the Council shall only be entitled to drawdown any of the Residential Travel Plan Bond as is necessary in order to cover the reasonable and proper cost the Council incurs in carrying out the said Residential Travel Plan Monitoring or implementing measures to achieve compliance with the aims of the Residential Travel Plan, to include implementing measures to achieve Targets.

12. The Residential Travel Plan Bond shall be released following the expiration of the Monitoring Period.

SCHEDULE 9

HIGHWAY WORKS

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

1. Not to Occupy or permit or cause to be Occupied any part of the Development until the Highway Works have been completed to the satisfaction of the Council.

2. Without prejudice to the requirements of paragraph 6 of this Schedule, the scope and specification of any Highways Works (including the scope and specification of any associated works, studies, audits or modelling referred to in paragraph 6 below) shall be first agreed in writing by the Council's Highways Engineer.

3. To be responsible for the full costs of the Highways Works including any traffic orders the Council seeks to make which are necessary to implement the Highways Works, whether or not such orders are successfully made.

4. The Owner shall pay the Council's reasonable and proper legal costs in entering into any Highways Agreements.

5. The Highway Works shall include (but may not be limited to):

   5.1. Junction improvements at Site Access Road/Harefield Road in accordance with the Highway Plan to include:
      5.1.1. Kerb realignment to narrow junction;
      5.1.2. Dropped Kerbs implemented at junction;
      5.1.3. TRO to change access from two-way working to one way working;
      5.1.4. Tactile Paving implemented at junction; and
      5.1.5. New Lining and Signing;

   5.2. Junction improvements at Warwick Place/Harefield Road in accordance with the Highway Plan to include:
      5.2.1. Dropped Kerbs implemented at junction;
      5.2.2. Tactile Paving implemented at junction; and
      5.2.3. New Lining and Signing.

The Parties covenant to:

6. enter into one or more Highway Agreements for the Highways Works before the Highways Works are commenced or to procure that the Parties' successor in title to the Site shall enter into one or more Highway Agreements for the Highways Works before the Highways Works are commenced.

SCHEDULE 10

CAR CLUB

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

1. Prior to Occupation of the Development the Owner shall submit to the Council for written approval details of an agreement with a Car Club Operator providing for Car Club Membership ("**the Car Club Scheme**").

2. The Residential Development shall not be Occupied unless and until the Car Club Scheme has been approved in writing by the Council and implemented by the Owner.

3. The Owner shall procure the establishment and promotion of a Car Club on the Residential Development in accordance with the Car Club Scheme and the Development shall not be Occupied unless and until a Car Club Scheme has been established with at least one car parking space reserved for use of the Car Club Scheme for the lifetime of the Development. The Owner shall obtain written approval from the Council as to the location of the car parking space on the Site.

4. To use all best endeavours to observe and perform or procure the observance and performance of the requirements, objectives, recommendations and principles of the Car Club Scheme for the lifetime of the Development.

SCHEDULE 11

CAR PARKING ALLOCATION AND MANAGEMENT SCHEME

The Owner hereby covenants with the Council as follows:

1. Prior to Occupation of the Development the Car Parking Allocation and Management Scheme shall be submitted to and approved in writing by the Council.

2. Not to Occupy or cause or allow or permit any part of the Development to be Occupied until the Car Parking Allocation and Management Scheme is approved by the Council in writing and is implemented by the Owner.

3. The Owner shall have regard to any reasonable recommendations made by the Council as to further requirements that should be included in the Car Parking Allocation and Management Scheme.

4. To use all best endeavours to observe and perform or procure the observance and performance of the requirements, objectives, recommendations and principles of the Car Parking Allocation and Management Scheme for the lifetime of the Development.

SCHEDULE 12

RESIDENTIAL PARKING PERMITS

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

1. Upon completion of this Agreement not to apply to the Council for a Parking Permit in respect of any Dwelling nor to knowingly permit any owner or occupier of the Dwelling to apply to the Council for a Parking Permit and if such a permit is issued in respect of the Dwelling it shall be surrendered to the Council within seven (7) days of written demand.

2. That all material used for advertising or marketing the Dwellings for letting or sale will notify prospective owners and occupiers that they will not be entitled to apply for a Parking Permit.

3. That in respect of every freehold transfer or lease granted assigned transferred or otherwise provided in respect of the Dwelling the following covenant shall be imposed (or a covenant of substantially the same nature in respect of any tenancy agreement licence or other instrument entitling Occupation of the Dwelling):

> "the transferee/lessee for himself and his successors in title being the owner or owners for the time being [of [plot No. [ ]]/the terms of years hereby granted] hereby covenant with the transferor/lessor and separately with the Mayor and Burgesses of the London Borough of Hillingdon ("the Council") not to apply for nor knowingly permit an application to be made by any person residing in the premises to the London Borough of Hillingdon for a parking permit (save for the display of badges on motor vehicles used by disabled persons issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970 as amended) and if such a permit is issued then it shall be surrendered within seven (7) days of written request to do so from the Council and this covenant shall also be enforceable by the Council under the Contracts (Rights of Third Parties) Act 1999, section 1"

SCHEDULE 13

SERVICE AND DELIVERY PLAN

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

1. Prior to Occupation of the Development the Service and Delivery Plan shall be submitted to and approved in writing by the Council.

2. Not to cause or allow or permit Occupation of the Development until the Service and Delivery Plan has been approved in writing by the Council and has been implemented by the Owner.

3. To make such amendments to the Service and Delivery Plan as are agreed with and reasonably required by the Council during the lifetime of the Development.

4. To observe and perform the requirements, objectives, recommendations and principles of the Service and Delivery Plan for the lifetime of the Development.

SCHEDULE 14

HEALTH CARE CONTRIBUTION

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

1. Prior to Commencement of Development to pay to the Council the Health Care Contribution; and
2. Not to Commence or cause or allow or permit Commencement of Development before the Health Care Contribution has been paid.

SCHEDULE 15

HEALTHY STREETS AND ACTIVE TRAVEL CONTRIBUTION

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

1. Prior to Commencement of Development to pay to the Council the Healthy Streets and Active Travel Contribution; and
2. Not to Commence or cause or allow or permit Commencement of Development before the Healthy Streets and Active Travel Contribution has been paid.

APPENDIX 1
FORM PO1

FORM PO1

TO: PRINCIPAL PLANNING OBLIGATIONS OFFICER

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:

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):

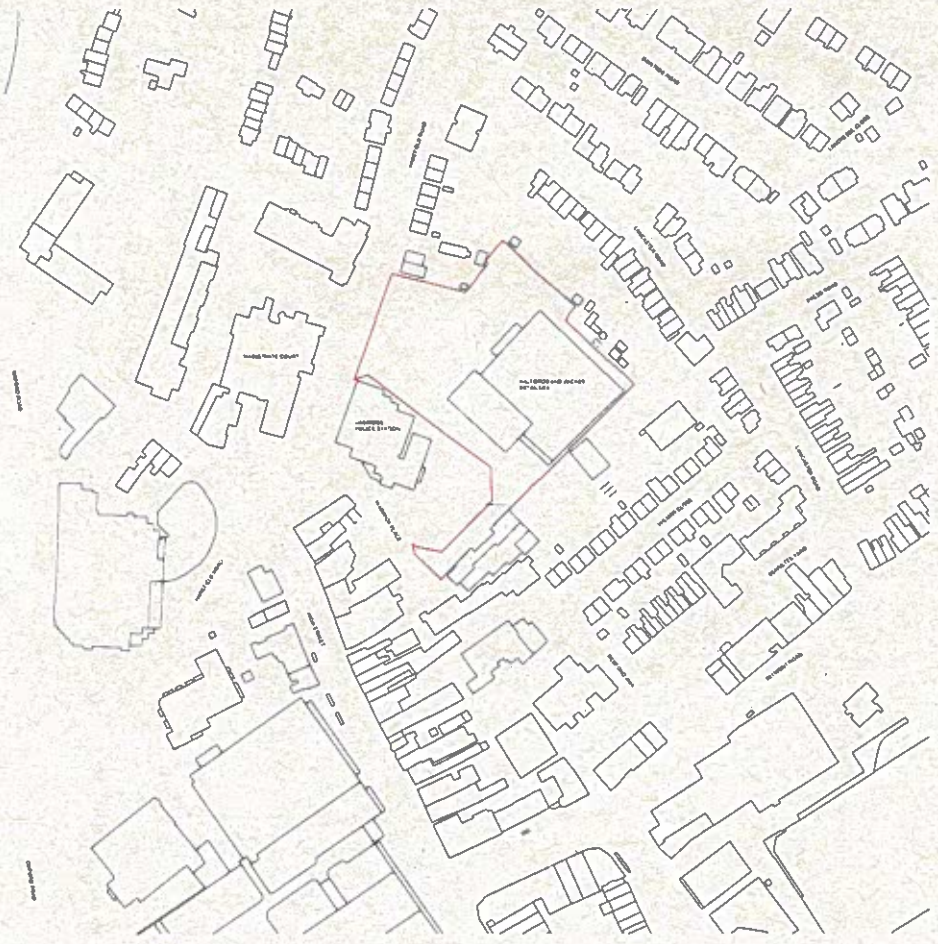
MAINTENANCE COSTS (COMMUTED SUM)

INTEREST BEARING ACCOUNT FOR BENEFIT OF OBLIGATIONS YES/NO

APPENDIX 2
PLANS

Alan Chapman
MEMBER OF THE COUNCIL

AUTHORISED OFFICER



SITE LOCATION PLAN
1 : 1250

SITE BOUNDARY

PLAN 1

Scale 1 1250 m
0m 12.5 25 62.5

P2	19.03.2021	ISSUED FOR PLANNING
P1	04.03.2021	ISSUED FOR PLANNING
REV	DATE	DESCRIPTION

marchese partners
Sydney · Brisbane · Melbourne · Adelaide
Kuala Lumpur · Auckland · Christchurch · London · Madrid

CLIENT
GUILD LIVING

PROJECT
GUILD LIVING @ UXBRIDGE
HAREFIELD ROAD (UNITS 1 AND 2)
UXBRIDGE | UB8 1JS

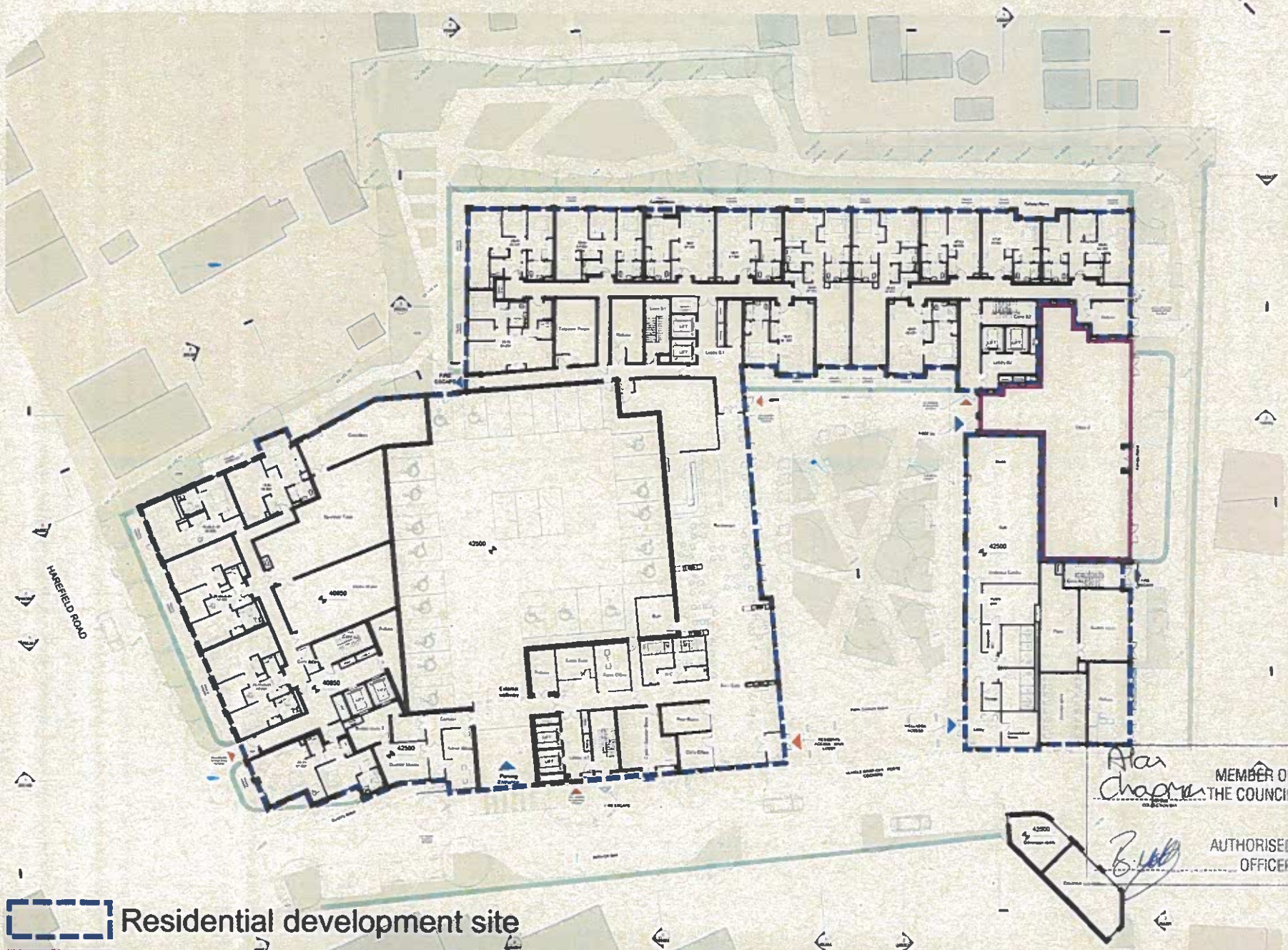
STAGE
FOR PLANNING

DRAWING TITLE
SITE LOCATION PLAN

DISCIPLINE			SCALE @ A1
ARCHITECTURE			As indicated
DRAWN MP	DESIGNED AK	CHECKED JL	APPROVED SD
PURPOSE OF ISSUE: ISSUED FOR PLANNING			STATUS P1
DRAWING No: UXB001-MPI-XX-XX-DR-A-010001			REV P2

DATE: 19/03/2021 10:59:29
FILE LOCATION: I:\BIM 360 Projects\UXB001-MPI-22-22-M3-A-000001_Amended Masonry_updated.rvt

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NOTES
1 ALL DIMENSIONS IN MILLIMETERS (mm), AND LEVELS IN METERS (m) ABOVE NATIONAL DATUM.
2 DRAWINGS CAN BE SCALED FOR PLANNING PURPOSES ONLY.
3 THIS DRAWING IS TO BE READ IN CONJUNCTION WITH ALL RELEVANT ARCHITECTURAL DRAWINGS AND SPECIFICATIONS AS WELL AS ALL RELEVANT INFORMATION FROM THE STRUCTURAL, MEP AND CIVIL ENGINEERS.
4 THIS DRAWING HAS BEEN PREPARED IN ACCORDANCE WITH THE SCOPE OF APPOINTMENT WITH THE CLIENT AND IS SUBJECT TO THE TERMS OF THAT APPOINTMENT AND SHOULD ONLY BE USED FOR THE PURPOSE FOR WHICH IT IS INTENDED

PLAN 2

Scale 1 200 m
0m 2 4 10

29-04-2021	ISSUED FOR PLANNING	A
14-04-2021	ISSUED FOR PLANNING	A
31-03-2021	ISSUED FOR PLANNING	A
19-03-2021	ISSUED FOR PLANNING	A
04-03-2021	ISSUED FOR PLANNING	A
REV	DESCRIPTION	BY

marchese partners
Sydney Brisbane Melbourne Adelaide
Kuala Lumpur Auckland Christchurch London
Madrid

Marchese Partners International Pty Ltd ABN 89 117 065 978
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P +61 (0)2 9356 6955 | E mail@marchesepartners.com

Plan Chapman
MEMBER OF THE COUNCIL

AUTHORISED OFFICER

CLIENT
GUILD LIVING

PROJECT
GUILD LIVING @ UXBRIDGE
HAREFIELD ROAD (UNITS 1 AND 2)
UXBRIDGE | UB8 1JS

STATUS
FOR PLANNING

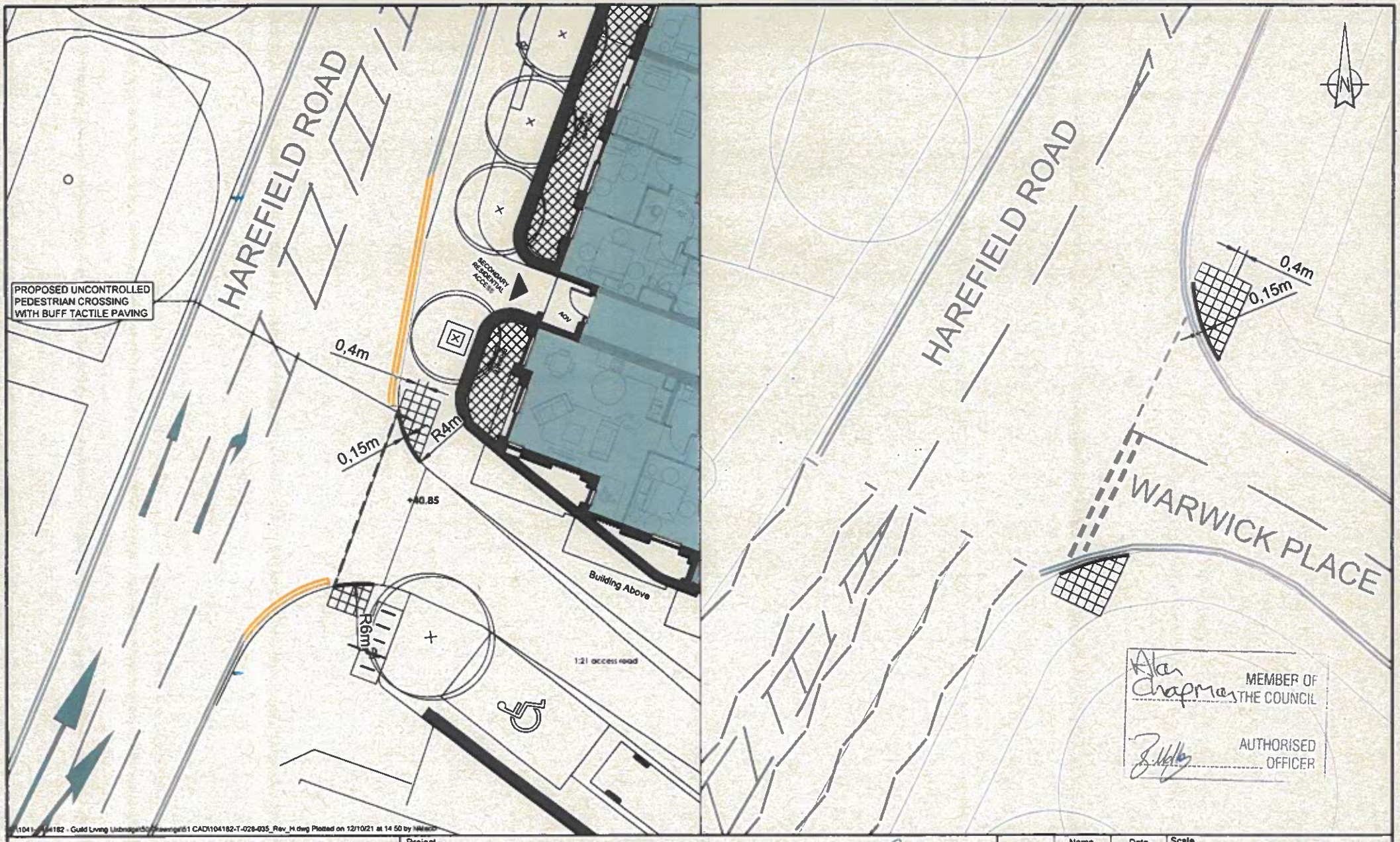
DRAWING TITLE
LEVEL 00 GA

DISCIPLINE			SCALE @ A1
ARCHITECTURE			1 200
DRAWN	DESIGNED	CHECKED	APPROVED
MP	AK	JL	SD
PURPOSE OF ISSUE			STATUS
ISSUED FOR PLANNING			P1

DRAWING No: UXB001-MPI-ZZ-00-DR-A-200100
REV: P6

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DATE 05/05/2021 18:15:53
FILE LOCATION C:\RM 360 R2024\4 - Uxbridge\UXB001-MPI-ZZ-ZZ-M3-A-000001_Amended Massing_updated.rvt



Pell Frischmann

5 MANCHESTER SQUARE LONDON W1U 3PD

Telephone +44 (0)20 7486 3661
Email: pflondon@pellfrischmann.com
www.pellfrischmann.com

Project: Guild Living Uxbridge

Drawing Title:
Existing Layout
Road markings
Harefield Road access

	Name	Date
Drawn	PA	04/09/2020
Designed	PA	04/09/2020
Checked	DW	04/09/2020
Approved	VB	04/09/2020

Scale: 1: 150 @ A3

File No.: 104182-T-028-035_Rev_H.dwg

Drawing Status: DRAFT

Drawing No.: 104182-T-028

Revision: H

APPENDIX 3
DRAFT PLANNING PERMISSION

D R A F T

Mr Freddie Clarke
Avison Young
65 Gresham Street
London
EC2V 7NQ

Application Ref: 16299/APP/2020/3313

TOWN AND COUNTRY PLANNINGACT 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:

Comprehensive redevelopment of the site comprising demolition of existing buildings to provide residential care accommodation (Use Class C2) with ancillary uses and commercial unit at ground floor level (Use Class E) in buildings up to 7 storeys with car parking, landscaping and associated works.

Detailed Description: 182 units, together with integrated nursing care and associated communal and support services including ancillary communal, care and well-being facilities including a restaurant, cafe/bar and wellness centre/gym and a commercial unit.

Location of development: Land Off Harefield Road Uxbridge

Date of application: 27 October 2020

Plan Numbers: See attached Schedule of plans

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

Draft Decision Notice produced: 14 July 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 PLANNINGACT 1990 (AS AMENDED)

GRANT OF PLANNING PERMISSION

Application Ref: 16299/APP/2020/3313

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

SCHEDULE OF CONDITIONS

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

UXB001-MPI-XX-XX-DR-A-010001 Rev. P2
UXB001-MPI-XX-XX-DR-A-100001 Rev. P1
UXB001-MPI-XX-XX-DR-A-100002 Rev. P1
UXB001-MPI-ZZ-XX-DR-A-010004 Rev. P2
UXB001-MPI-ZZ-XX-DR-A-010005 Rev. P1
UXB001-MPI-ZZ-00-DR-A-200000 Rev. P4
UXB001-MPI-ZZ-MZ-DR-A-200000_02 Rev. P3
UXB001-MPI-ZZ-01-DR-A-200001 Rev. P3
UXB001-MPI-ZZ-02-DR-A-200002 Rev. P3
UXB001-MPI-ZZ-03-DR-A-200003 Rev. P3
UXB001-MPI-ZZ-04-DR-A-200004 Rev. P3
UXB001-MPI-ZZ-05-DR-A-200005 Rev. P3
UXB001-MPI-ZZ-06-DR-A-200006 Rev. P3
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UXB001-MPI-ZZ-02-DR-A-200102 Rev. P3
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UXB001-MPI-XX-XX-DR-A-200202 Rev. P2
UXB001-MPI-XX-XX-DR-A-200203 Rev. P2
UXB001-MPI-XX-XX-DR-A-200204 Rev. P2
UXB001-MPI-XX-XX-DR-A-200300 Rev. P2
UXB001-MPI-XX-XX-DR-A-200301 Rev. P3
UXB001-MPI-XX-XX-DR-A-200302 Rev. P3
UXB001-MPI-XX-XX-DR-A-200500 Rev. P3
UXB001-MPI-XX-XX-DR-A-210300 Rev. P2
UXB001-MPI-XX-XX-DR-A-210301 Rev. P2
UXB001-MPI-XX-XX-DR-A-210302 Rev. P2
UXB001-MPI-XX-XX-DR-A-300100 Rev. P2
UXB001-MPI-XX-XX-DR-A-300101 Rev. P2
UXB001-MPI-XX-XX-DR-A-300102 Rev. P2

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 Two (2020) and the London Plan (2021)

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:

Response to Highways Comments dated February 2021
Daylight, Sunlight and Overshadowing Review Letter dated March 2021
Response to FVA dated 12 January 2021
Acoustic Planning Report dated January 2021
Acoustic Technical Note
Response to Daylight and Sunlight Report dated January 2021
Response to Social Care Comments
Overheating Risk Assessment Technical Note
Air Quality Assessment dated September 2020
Design and Access Statement dated September 2020
Flood Risk Assessment dated September 2020
Utility Infrastructure Strategy dated September 2020
Heritage and Townscape Assessment dated September 2020
Ground Investigation Report September 2020
Acoustic Planning Report dated September 2020
Demolition and Site Waste Management Plan dated September 2020
Sustainability Appraisal dated September 2020
Daylight, Sunlight and Overshadowing Report dated September 2020
Travel Plan dated September 2020
Tree Survey and Arboricultural Assessment dated September 2020
Wind Microclimate Assessment dated September 2020
Archaeological Desk Based Assessment dated September 2020
Energy Statement dated September 2020
Construction Logistics Plan dated September 2020
Delivery and Servicing Plan dated September 2020
Preliminary Ecological Appraisal dated September 2020
Covering Letter dated October 2020
Utility Infrastructure Strategy dated March 2021
Sustainability Statement dated March 2021
Fire Statement dated March 2021
Landscape Addendum dated March 2021
Flood Risk Assessment and Drainage Strategy, dated March 2021
Townscape Review dated March 2021
Covering Letter dated March 2021
Letter of Conformity - Archaeological Desk Based Assessment dated March 2021
Letter of Conformity - Ecology dated March 2021
Air Quality Assessment Addendum dated March 2021
Tree Survey & Arboricultural Assessment dated March 2021
Internal Daylight, Sunlight Overshadowing Addendum Report
Planning Review Confirmation relating to Demolition and Site Waste Management Plan and Construction Environmental Management Plan dated March 2021
Planning Statement Addendum dated March 2021
Letter of Conformity, Geo-environmental Assessment dated March 2021
Technical Addendum Noise dated March 2021
Transport Assessment Addendum dated March 2021
Detailed Construction Logistics Plan dated March 2021
Delivery and Servicing Plan dated March 2021
Financial Viability Assessment dated September 2020
Response to Contaminated Land Matters dated December 2020
Response to Access Officer Comments dated December 2020

SCHEDULE OF CONDITIONS

3 · Response to Air Quality Officer Comments dated December 2020
Response to Refuse and Waste Officer Comments dated December 2020
Travel Plan dated March 2021
Heritage, Townscape and Visual Impact Assessment Addendum dated March 2021
Letter of Conformity (Wind) dated March 2021
Statement of Community involvement dated March 2021
Design and Access Statement Addendum dated March 2021
Energy Statement dated March 2021
Transport Technical Note May 2021
Circular Economy Statement dated April 2021
Energy Statement Rev. 04
Whole Life Cycle Carbon Assessment dated April 2021

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 · The development hereby approved shall comprise the demolition of existing buildings to provide 182 residential care accommodation units which shall be used for the purposes of Class C2 of The Town and Country Planning (Uses Classes) Order 1987) together with integrated nursing care and associated communal and support services including ancillary communal, care and well-being facilities including a restaurant, cafe/bar and wellness centre/gym and a commercial unit with 46 car parking spaces and 76 cycle parking spaces.

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).

5 · Prior to above ground works details of all materials and external surfaces, including details of balconies have been 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 ensure that the development presents a satisfactory appearance in accordance with Policy DMHB 11 of the Hillingdon Local Plan Part 2 (2020).

SCHEDULE OF CONDITIONS

6 · Prior to above ground works, a landscape scheme shall be submitted to and approved in writing by the Local Planning Authority in consultation with the Access Officer. 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 (including pollution reducing trees), plant sizes, and proposed numbers/densities where appropriate

2. Details of Hard Landscaping
2.a Refuse Storage
2.b Cycle Storage (32 long-stay and 44 short stay cycle parking spaces)
2.c Means of enclosure/boundary treatments
2.d Car Parking Layouts (including 46 car parking spaces, demonstration that 5 parking spaces (20%) are served by active electrical charging points and 41 (80%) are served by passive electrical charging points, 18 accessible spaces) 1 motor cycle parking space
2.e Hard Surfacing Materials
2.f Other structures

3. Details of Landscape Maintenance
3.a Landscape Maintenance Schedule for a minimum period of 5 years.
3.b Proposals for the replacement of any tree, shrub, or area of surfing/seeding within the landscaping scheme which dies or in the opinion of the Local Planning Authority becomes seriously damaged or diseased.

4. Schedule for Implementation

5. Other
5.a Existing and proposed functional services above and below ground
5.b Proposed finishing levels or contours

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

REASON
To ensure the development complies with the provisions Hillingdon Local Plan Part 1 (November 2012), Policies DMHB 11 and DMHB 14 of the Local Plan: Part Two (2020) and Policy G5 of the London Plan (2021).

SCHEDULE OF CONDITIONS

7 · Prior to above ground works, a podium level landscape scheme shall be submitted to and approved in writing by the Local Planning Authority in consultation with the Access Officer. The scheme shall include: -

1. Details of microclimate assessment;
2. Finished floor levels of the podium garden and the development adjoining the podium garden, and
3. Details of the set back/set in of the podium deck around the perimeter of the amenity space.

The development shall thereafter be implemented in accordance with the details approved.

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).

8 · Prior to the above ground works, an ecological enhancement plan shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall include plans and specifications that demonstrate the incorporation of measures and features within the landscaping and the fabric of the building that support a range of habitats and species, as a minimum it is recommended that living walls/screens, green roofs, bat and bird boxes and artificial refugia will be included.

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 the development incorporates appropriate energy efficiency measures in accordance with Policy DMEI 2 of the Local Plan: Part 2 - Development Management Policies (2020) and G6 of the London Plan (2021).

9 · Prior to works above ground level, details of external lighting related to the development hereby permitted shall be submitted to and approved in writing by the Local Planning Authority for agreement by the Access and Landscaping Officers. Such details shall include location, height, type and direction of light sources and intensity of illumination. The approved scheme shall be implemented prior to occupation and retained for the life of the development.

REASON:
In the interests of the protection of the biodiversity in accordance with Policy EM7 of the Local Plan Part 1, Policy DMEI 7 and DMEI 8 of the Hillingdon Local Plan Part 2 (2020) and London Plan (2021)

SCHEDULE OF CONDITIONS

10 · (a)Prior to commencement, (excluding demolition and site clearance) the details of a scheme for the provision of sustainable water management shall be submitted to, and approved in writing by the Local Planning Authority. The scheme shall clearly demonstrate how it, manages water in the most sustainable ways and its compliance with the strategy set out in the Flood Risk Assessment produced by Tier Consult dated 03/09/2020 which sets out the site will: Achieve a run off rate from the site of 1.5l/ha/s. Any changes to the strategy should be justified and evaluated and the final proposals must be integrated with provision of green infrastructure, air quality and urban greening requirements to justify the most sustainable final solution is provided. Further details should be provided on: Any proposal should use of methods to minimise the use of potable water through
i. incorporating water saving measures and equipment.
ii. Collecting water for use and recycling

iii Levels of the site and Safe access and egress must be demonstrated - any above ground storage and or overland flooding or flows paths should be mapped, (please include depths and velocities and hazards) above the 100, plus climate change.
(b) Prior to occupation of the development, a Verification Report demonstrating that the approved drainage/SuDS measures have been fully implemented shall be submitted to the Local Planning Authority for approval in writing. This report must include: As built drawings of the sustainable drainage systems including level information (if appropriate) Photographs of the completed sustainable drainage systems throughout the construction process Any relevant certificates from manufacturers/suppliers of any drainage features A confirmation statement of the above signed by a chartered engineer Management and Maintenance Prior to occupation a management and maintenance plan should be submitted to the Local Authority for approval in writing. This should cover the lifetime of the development of arrangements (through temporary works) to secure the operation of the scheme throughout its lifetime. Including appropriate details of Inspection regimes, Appropriate performance specification, Remediation and timescales for the resolving of issues. Where there is overland flooding proposed, the plan should include the appropriate actions to ensure the safety of the users of the site should that be required.

REASON:
To ensure that surface water run off is controlled and to ensure the development does not increase in accordance with Policy EM6 Flood Risk Management in Hillingdon Local Plan: Part 1- Strategic Policies (Nov 2012), Policy DMEI 10 of Local Plan Part 2 Development Management Policies (January 2020), National Planning Policy Framework (February 2019).

SCHEDULE OF CONDITIONS

11 · Prior to above ground works, a Bird Hazard Management Plan shall be submitted to and approved in writing by the Local Planning Authority in consultation with the MoD (only) The submitted plan shall include details of:
Management of any flat/shallow pitched on buildings within the site which may be attractive to nesting, roosting and "loafing" birds. The management plan shall comply with Advice Note 8 'Potential Bird Hazards from Building Design'.
The Bird Hazard Management Plan shall be implemented as approved on completion of the development and shall remain in force for the life of the building. No subsequent alterations to the plan are to take place unless first submitted to and approved in writing by the Local Planning Authority.

REASON:
In the interests of aircraft safety in compliance with Policy DMAV 1 of the London Borough of Hillingdon Local Plan Part 2 - Development Management Policies (January 2020).

12 · If during construction a crane is used, red static omni-directional lights shall be provided at the highest part of the crane and at the end of the jib it a tower crane is used, unless otherwise agreed in writing by the Local Planning Authority, agreed by Heathrow Aerodrome Safeguarding.

REASON:
In the interests of aircraft safety in compliance with Policy DMAV 1 of the London Borough of Hillingdon Local Plan Part 2 - Development Management Policies (January 2020).

SCHEDULE OF CONDITIONS

13 · Prior to development commencing, the applicant shall submit a construction management plan to the Local Planning Authority in consultation with the Ministry of Defence for its approval. The plan shall detail:
The CEMP shall comprise such combination of measures for controlling the effects of construction and enabling works associated with the development as may be approved by the Local Planning Authority. The CEMP shall address issues including the phasing of the works, hours of work, noise and vibration, air quality, waste management, site remediation, plant and equipment, site transportation and traffic management including routing, signage, permitted hours for construction traffic and construction materials deliveries. It will ensure appropriate communication with, the distribution of information to, the local community and the Local Planning Authority relating to relevant aspects of construction. Appropriate arrangement should be made for monitoring and responding to complaints relating to demolition and construction. Such a strategy shall include the details of cranes and other tall construction equipment (including the details of obstacle lighting). All construction and enabling work at the development shall be carried out in accordance with the approved CEMP unless otherwise agreed in writing by the LPA in consultation with the Ministry of Defence.

The approved strategy (or any variation approved in writing by the Local Planning Authority) shall be implemented for the duration of the construction period.

REASON:
To ensure that construction work and construction equipment on the site and adjoining land does not obstruct air traffic movements or otherwise impede the effective operation of air traffic navigation transmitter/receiver systems in compliance with Policies DMAV 1, DMHB 11 and DMT 7 of the London Borough of Hillingdon Local Plan Part 2 - Development Management Policies (January 2020).

14 · Prior to above ground works, full details and specifications of the low and zero carbon technology to be used in the development shall be submitted to and approved in writing by the Local Planning Authority. These shall include the type, size and proposed location within the site of the low and zero carbon technology required to meet the CO2 savings set out in the energy statement (Chapmanbdsp Rev 3, dated March 2021). In addition, full details of the noise emissions associated with the Air Source Heat Pumps shall be provided along with any noise abatement technology to ensure noise pollution is avoided. Finally, full plans and specifications of the roof mounted PVs shall be provided including details of their pitch and orientation and consequential output. The development must proceed in accordance with the approved plans, details and specifications.

REASON:
To ensure that the development incorporates appropriate energy efficiency in accordance with Policy SI 2 of the London Plan (2021).

SCHEDULE OF CONDITIONS

15 · Prior to above ground works, a scheme to reduce and minimise impacts to residents in more extreme heat events (DSY2 and 3 - CIBSE guidance and GLA Energy Assessment guidelines) shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall clearly identify the permanent measures, which may include facade changes and opening, to reduce overheating in extreme events and the temporary arrangements available to residents. The scheme shall also set out the measures for warnings to be established prior to events occurring and the guidance available to individual residents to reduce the potential for overheating impacts.

The development should be constructed, operated and managed in accordance with the approved scheme.

REASON:
To minimise the risk of overheating impacts to residents in accordance with London Plan Policy SI4.

16 · During onsite construction of any phase of development, all non-road transportable industrial equipment or vehicles which are fitted with an internal diesel powered compression ignition engine between 37 and 560KW and not intended for transporting goods or passengers on roads are required to meet Stage IIIB of EU Directive 97/68/E and be NRMM registered. Such vehicles must be run on ultra-low sulphur diesel (also known as ULSD 'cleaner diesel' or 'green diesel'). "Ultra-low sulphur diesel" means fuel meeting the specification within BS EN 590. Where these standards are succeeded, they should be applied when reasonable.

Exemptions to these standards may be granted for specialist equipment or for equipment with alternative emission reduction equipment or run on alternative fuels. Such exemptions shall be applied for in writing to the local planning authority in advance of the use of such vehicles, detailing the reasons for the exemption being sought and clearly identifying the subject vehicles. Exemptions that are granted will be in writing and such vehicles must not be used until written exemption has been issued by the local planning authority.

No vehicles or plant to which the above emission standards apply shall be on site, at any time, whether in use or not, unless it complies with the above standards, without the prior written consent of the local planning authority.

REASON:
To protect the amenity of future occupants and/or neighbours, and to safeguard air quality in accordance with policy EM8 of the Local Plan: Part 1 (November 2012), policy DMEI 14 of the London Borough of Hillingdon Local Plan (part 2), Policy SI1 of the London Plan (2021), and paragraph 170 of the National Planning Policy Framework (2019).

SCHEDULE OF CONDITIONS

17 · Prior to above ground works, details of a clear and effective low emission strategy (LES) have been submitted to and approved in writing by the Local Planning Authority. The strategy shall include, but not be restricted to:

a) effective ways to encourage residents so that the fleet composition visiting/using the site will be Euro 6/VI or cleaner (e.g. electric) or have implemented retrofitting devices that will enable compliance with such Euro standards;

b) provision of a clean supply of energy to the site. Any CHP or gas boiler will have to conform with the London Ultra Low NOx requirements. The boilers to be specified to meet ultra-low NOx emissions standards of < 40mg/kWh.
The strategy shall detail the steps that will be followed in addressing the lower emissions requirements stated above and what measures will be taken to take into account future changing standards and available technologies and be updated accordingly in agreement with the local planning authority.

The measures in the agreed scheme shall be maintained for the lifetime of the development.

REASON:
To protect the amenity of future occupants and/or neighbours, and to safeguard air quality in accordance with policy EM8 of the Local Plan: Part 1 (November 2012), policy DMEI 14 of the London Borough of Hillingdon Local Plan (part 2), Policy SI1 of the London Plan (2021), and paragraph 170 of the National Planning Policy Framework (2019).

SCHEDULE OF CONDITIONS

18 · (i) The development shall not commence until a scheme to deal with contamination has been submitted to the Local Planning Authority (LPA) in accordance with the Supplementary Planning Guidance Document on Land Contamination, and approved by the LPA. All works which form part of the remediation scheme shall be completed before any part of the development is occupied or brought into use unless the Local Planning Authority dispenses with any such requirement specifically and in writing. The scheme shall include all of the following measures unless the LPA dispenses with any such requirement specifically and in writing:

a) A site investigation, including where relevant soil, soil gas, surface and groundwater sampling, together with the results of analysis and risk assessment shall be carried out by a suitably qualified and accredited consultant/contractor. The report should also clearly identify all risks, limitations and recommendations for remedial measures to make the site suitable for the proposed use; and

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

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

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

REASON:
To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems and the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors in accordance with Hillingdon Local Plan: Part 2 (January 2020) Policies - DMEI 11: Protection of Ground Water Resources and DMEI 12: Development of Land Affected by Contamination.

19 · The development hereby approved shall be built out in accordance with the recommendations set out in the approved Fire Statement (Chapmanbdsp, rev 5, dated March 2021).

REASON:
To ensure that the development meets Fire Safety Standards in accordance with policy D12 of the London Plan (2021).

SCHEDULE OF CONDITIONS

20 · Prior to above ground works, a circular economy statement is submitted to and approved in writing by the local planning authority in consultation with the GLA. This shall include the provision of:
- a Bill of Materials for the main elements of the building that sets out the weight of each element (facade, sub-structure, structure, floors, roof, internal partitions), its weight divided by the GIA floor area of the building and a commitment to achieving a minimum 20% recycled content by value;
- a Recycled and Waste Reporting Table that details the weight of the waste arising from demolition, excavation and construction, the percentage of waste reused/recycled on site, offsite, the percentage to landfill, and the percentage to other management (e.g. incineration), with the commitment to a 95% diversion from landfill for all three waste streams;
- specific measures to meet the Mayor's 65% target for Municipal waste recycling;
- for any residual waste that is destined for landfill, written evidence that the destination landfill(s) have the capacity to receive waste, along with a notification of the likely destination of all waste streams (beyond the Materials Recycling Facility) where known;
- a commitment to producing a Post Completion Report setting out the predicted and actual performance against all numerical targets, and provide updated versions of the Recycling and Waste Reporting form and the Bill of Materials.

The development shall not be carried out otherwise than in accordance with the details so approved.

REASON:
In the interests of sustainable development in accordance with Policy SI7 of the London Plan (2021).

21 · The site and car parking area 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 dwelling shall be occupied until accreditation has been achieved.

REASON:
In pursuance of the Council's duty under section 17 of the Crime and Disorder Act 1998 to consider crime and disorder implications in excising its planning functions; to promote the well being of the area in pursuance of the Council's powers under section 2 of the Local Government Act 2000, to ensure the development provides a safe and secure environment in accordance with policy DMHB 15 of the Local Plan Part 2 (2020).

SCHEDULE OF CONDITIONS

22 · No demolition or development shall take place until a stage 1 written scheme of investigation (WSI) has been submitted to and approved by the local planning authority in writing. For land that is included within the WSI, no demolition or development shall take place other than in accordance with the agreed WSI, and the programme and methodology of site evaluation and the nomination of a competent person(s) or organisation to undertake the agreed works.

If heritage assets of archaeological interest are identified by stage 1 then for those parts of the site which have archaeological interest a stage 2 WSI shall be submitted to and approved by the local planning authority in writing. For land that is included within the stage 2 WSI, no demolition/development shall take place other than in accordance with the agreed stage 2 WSI which shall include:

A. The statement of significance and research objectives, the programme and methodology of site investigation and recording and the nomination of a competent person(s) or organisation to undertake the agreed works
B. Where appropriate, details of a programme for delivering related positive public benefits.
C. The programme for post-investigation assessment and subsequent analysis, publication & dissemination and deposition of resulting material. this part of the condition shall not be discharged until these elements have been fulfilled in accordance with the programme set out in the stage 2 WSI.

Written schemes of investigation need to be prepared and implemented by a suitably professionally accredited archaeological practice in accordance with Historic England's Guidelines for Archaeological Projects in Greater London. This condition is exempt from deemed discharge under schedule 6 of The Town and Country Planning (Development Management Procedure) (England) Order 2015.

REASON:
To secure archaeological investigation and the subsequent recording of the remains in accordance with Policy DMHB 7 of the Hillingdon Local Plan: Part Two - Development Management Policies (January 2020).

23 · The development hereby approved shall ensure that the units are constructed to accord with the technical specifications of M4(3)(2)(b) Wheelchair Accessible Standard dwellings as set out in Approved Document M to the Building Regulations 2010 (2015 edition).

REASON
To ensure that an appropriate standard of housing stock, in accordance with Policy D7 of the London Plan (2020) is achieved and maintained.

SCHEDULE OF CONDITIONS

24 · The commercial premises shall not be open for customers outside the following hours: -
0800 and 2300 Mondays - Fridays
0800 to 2300 Saturdays
1000 to 1800 Sundays, Public or Bank Holidays.

Delivery and servicing shall not take place between 22:00 and 07:00 on Monday to Saturdays and no deliveries shall take place on Sundays and Bank Holidays.

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

25 · Prior to above ground works, details of the measures to control plant noise emanating from the site to meet the limits (and follow the associated guidance) within the RBA Acoustic Planning Report Rev 3, dated 21 September 2020 and Technical Addendum, dated 10 March 2021, shall be submitted to and approved in writing by the Local Planning Authority.

REASON
To safeguard the amenity of the occupants of the proposed development in accordance with policy DMHB 11 of the Hillingdon Local Plan Part 2 (2020).

26 · Prior to above ground works, details of an AVO Guide Level 2 assessment, accounting for both LAeq and LAmax sound levels (including from sirens), and the measures to control external environmental noise ingress to meet relevant internal noise targets within habitable rooms during both ventilation and overheating conditions to be submitted to, and approved by, LBH. The Level 2 assessment and measures should account for the overheating assessment and energy strategy, with any mechanical system noise generated within the habitable rooms being assessed and adequately attenuated. Full details of the associated noise survey data, modelling assumptions and calculations to be included.

REASON
To safeguard the amenity of the occupants of the proposed development in accordance with policy DMHB 11 of the Hillingdon Local Plan Part 2 (2020).

27 · Prior to above ground works, details of sound level measurements undertaken at the location of the south-eastern elevation of the scheme, overlooking Penfield Estate, prior to occupation, sufficient to check the likely degree of impact or otherwise from any commercial noise(e.g. from JR Autos) in accordance with the Noise SPD/BS 4142 (and BS 8233, where applicable), to be submitted to, and approved by, LBH. Where the requirements of the Noise SPD are not met and/or an impact is expected based on the guidance on BS 4142, details of the noise control measures to be incorporated into the scheme to be included in the submission.

REASON
To safeguard the amenity of the occupants of the proposed development in accordance with policy DMHB 11 of the Hillingdon Local Plan Part 2 (2020).

SCHEDULE OF CONDITIONS

28 · Prior to the commencement, plans of the site showing the existing and proposed ground levels and the proposed finished floor levels of all proposed buildings shall be submitted to and approved in writing by the Local Planning Authority. Such levels shall be shown in relation to a fixed and know 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 DMHB 11 of the Hillingdon Local Plan Part 2 (2020).

29 · Prior to the first occupation of any residential units, details of an Estate Management Plan, which must include details of refuse collection shall be submitted and approved in writing by the Local Planning Authority. Details shall include, but not be limited to the control of parking on internal access road, maintenance of the publicly accessible areas, maintenance of the blocks within the estate and measures to prevent refuse being left on Harefield Road.

REASON
To safeguard the living environment of the future residential occupiers and highways movement .

30 · 'Prior to commencement of any superstructure work to the relevant building as hereby approved, details of the pedestrian/vehicular gates/barriers into the site, incorporating facilities for the operation of gates/barriers by disabled persons, and manual operation of any gates/barriers in the event of power failure shall be submitted to and approved in writing by the Local Planning Authority.

Thereafter the gates/barriers shall be installed in accordance with the approved details and maintained for so long as the development remains on site.

REASON
In order to ensure the development achieves an appropriate level of accessibility in accordance with the London Plan (March 2021) and the Council's HDAS - Accessible Hillingdon.

31 · Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 2015 (or any order revoking and re-enacting that Order with or without modification) the ground floor commercial units hereby approved shall be used only for purposes defined as Use Class E(a)(b)(c)(d)(g)(i) and (ii) and for no other purpose (including any other purpose in Class E of the Schedule to the Town and Country Planning (Use Classes) Order 1987, or in any provision equivalent to that Class in any statutory instrument revoking and re-enacting that Order with or without modification.

REASON
For the avoidance of doubt as to the extent of the permission granted. This application has been assessed on the basis that the commercial units will be used for commercial purposes only. Alternative uses may result in differing impacts which will need to be assessed by means of a planning application made for that purpose.

SCHEDULE OF CONDITIONS

32 · Notwithstanding the hereby approved plans, revised drawings and details shall be submitted to and approved in writing by the Local Planning Authority prior to the
first occupation of the ancillary cafe/restaurant units, demonstrating that the extractor flues shall not be visually intrusive.

The development shall be carried out strictly in accordance with the details so approved
and maintained as such thereafter.

REASON:
To ensure that the proposal does not cause harm to the character or appearance of the host building of the amenities of future occupants in accordance with Policy DHMB 11 of the Local Plan: Part Two (2020).

33 · The lighting to communal spaces shall employ devices that automatically turn lights off when the rooms are not in use.

REASON

In the interests of energy conservation, in accordance with Policy DMEI 2 of the Hillingdon Local Plan: Part 2 - Development Management Policies (January 2020) and Policy SI 2 of the London Plan (March 2021).

INFORMATIVES:

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

DMCI 3	Public Open Space Provision
DMCI 4	Open Spaces in New Development
DMCI 5	Childrens Play Area
DMCI 7	Planning Obligations and Community Infrastructure Levy
DMEI 1	Living Walls and Roofs and Onsite Vegetation
DMEI 10	Water Management, Efficiency and Quality
DMEI 11	Protection of Ground Water Resources
DMEI 12	Development of Land Affected by Contamination
DMEI 14	Air Quality
DMEI 2	Reducing Carbon Emissions
DMEI 3	Decentralised Energy

SCHEDULE OF CONDITIONS

DMEI 9	Management of Flood Risk
DMH 1	Safeguarding Existing Housing
DMH 2	Housing Mix
DMH 7	
DMHB 1	Heritage Assets
DMHB 10	High Buildings and Structures
DMHB 11	Design of New Development
DMHB 12	Streets and Public Realm
DMHB 14	Trees and Landscaping
DMHB 15	Planning for Safer Places
DMHB 16	Housing Standards
DMHB 17	Residential Density
DMHB 18	Private Outdoor Amenity Space
DMHB 4	Conservation Areas
DMT 5	Pedestrians and Cyclists
DMT 6	Vehicle Parking
DMAV 1	Safe Operation of Airports
LPP D1	(2021) London's form, character and capacity for growth
LPP D11	(2021) Safety, security and resilience to emergency
LPP D12	(2021) Fire safety
LPP D13	(2021) Agent of change
LPP D14	(2021) Noise
LPP D2	(2021) Infrastructure requirements for sustainable densities
LPP D3	(2021) Optimising site capacity through the design-led approach
LPP D4	(2021) Delivering good design
LPP D5	(2021) Inclusive design
LPP D6	(2021) Housing quality and standards
LPP D7	(2021) Accessible housing
LPP D8	(2021) Public realm
LPP D9	(2021) Tall buildings
LPP DF1	(2021) Delivery of the Plan and Planning Obligations
LPP E9	(2021) Retail, markets and hot food takeaways
LPP G1	(2021) Green infrastructure
LPP G5	(2021) Urban greening
LPP G6	(2021) Biodiversity and access to nature
LPP G7	(2021) Trees and woodlands
LPP GG1	(2021) Building strong and inclusive communities

SCHEDULE OF CONDITIONS

LPP GG2	(2021) Making the best use of land
LPP GG6	(2021) Increasing efficiency and resilience
LPP H10	(2021) Housing size mix
LPP H13	(2021) Specialist older persons housing
LPP HC1	(2021) Heritage conservation and growth
LPP S1	(2021) Developing London's social infrastructure
LPP S3	(2021) Education and childcare facilities
LPP SD6	(2021) Town centres and high streets
LPP SI1	(2021) Improving air quality
LPP SI12	(2021) Flood risk management
LPP SI13	(2021) Sustainable drainage
LPP SI3	(2021) Energy infrastructure
LPP SI4	(2021) Managing heat risk
LPP SI5	(2021) Water infrastructure
LPP SI7	(2021) Reducing waste and supporting the circular economy
LPP SI8	(2021) Waste capacity and net waste self-sufficiency
LPP T2	(2021) Healthy Streets
LPP T3	(2021) Transport capacity, connectivity and safeguarding
LPP T4	(2021) Assessing and mitigating transport impacts
LPP T5	(2021) Cycling
LPP T6	(2021) Car parking
LPP T6.1	(2021) Residential parking
LPP T6.5	(2021) Non-residential disabled persons parking
LPP T7	(2021) Deliveries, servicing and construction
LPP T9	(2021) Funding transport infrastructure through planning

3 . 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.

4 . The development of this site is likely to damage heritage assets of archaeological interest. The applicant should therefore submit detailed proposals in the form of an archaeological project design. The design should be in accordance with the appropriate English Heritage guidelines. Should significant archaeological remains be encountered in the course of the initial field evaluation, an appropriate mitigation strategy, which may include archaeological excavation, is likely to be necessary.

SCHEDULE OF CONDITIONS

5 . Care should be taken during the building works hereby approved to ensure no damage occurs to the verge or footpaths during construction. Vehicles delivering materials to this development shall not override or cause damage to the public footway. Any damage will require to be made good to the satisfaction of the Council and at the applicant's expense. For further information and advice contact - Highways Maintenance Operations, Central
Depot - Block K, Harlington Road Depot, 128 Harlington Road, Hillingdon, Middlesex, UB3 3EU (Tel: 01895 277524)."

6 . You are advised this permission is based on the dimensions provided on the approved drawings as numbered above.

7 . 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 250804/5/6 and 8.

8 . 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.

9 . The Council's Waste Service should be consulted about refuse storage and collection arrangements. Details of proposals should be included on submitted plans. For further information and advice, contact - the Waste Service Manager, Central Depot - Block A, Harlington Road Depot, 128 Harlington Road, Hillingdon, Middlesex, UB8 3EU Tel. 01895 277505 / 506).

SCHEDULE OF CONDITIONS

10 . 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 / 805 / 808).

11 . 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 will have to be submitted. This planning permission is not valid for a development that results in any form of encroachment.

12 . All proposed new street names must be notified to and approved by the Council. Building names and numbers, and proposed changes of street names must also be notified to the Council. For further information and advice, contact - The Street Naming and Numbering Officer, Planning & Community Services, 3 North Civic Centre, High Street, Uxbridge, UB8 1UW (Tel. 01895 250557).

13 . You are advised by London Borough of Hillingdon, Highways Management, that any works on the Highway, in relation to the reinstatement of any existing vehicle access, must be carried out with approval from the Highway Authority. Failure to reinstate an existing vehicle access will result in the Highway Authority completing the works, and the developer may be responsible for the costs incurred. Enquiries should be addressed to: Highways Maintenance, 4W/07, Civic Centre, Uxbridge, UB8 1UW.

14 . 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

15 . You are advised that care should be taken during the building works hereby approved to avoid spillage of mud, soil or related building materials onto the pavement or public highway. You are further advised that failure to take appropriate steps to avoid spillage or adequately clear it away could result in action being taken under the Highways Act 1980.

16 . The applicant is reminded of the duties set out in the Disability Discrimination Act 1995, with regard to employment and service provision. Whilst an employer's duty to make reasonable adjustment is owed to an individual employee or job applicant, the responsibility of service providers is to disabled people at large, and the duty is anticipatory. The failure to take reasonable steps at this stage to facilitate access will therefore count against the service provider, if/when challenged by a disabled person. It is therefore recommended that the applicant takes full advantage of the opportunity that this development offers, to maximise accessibility to, around, and within the

SCHEDULE OF CONDITIONS

buildings of this proposed development.

17 . The developer to supply copies to the LPA of electrical and other test certificates, where appropriate, and the operation and maintenance manuals for the drainage system prior to adoption.

The developer is obliged to maintain the drainage system in accordance with the approved design prior to adoption.

Any defects are rectified prior to handover of the drainage system by the developer. All works which are intended to be offered for handover shall be subject to the following, once the developer has sought written approval from the LPA to the works being satisfactorily completed; a 12 month functioning period where the developer is responsible during this period. a rainfall event to occur where the system functions as approved

18 . Your attention is drawn to the fact that the planning permission does not override property rights and any ancient rights of light that may exist. This permission does not empower you to enter onto land not in your ownership without the specific consent of the owner. If you require further information or advice, you should consult a solicitor.

19 . 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.

20 . All noise generated during such works shall be controlled in compliance with British Standard Code of Practice BS 5228:2009.

21 . 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.

22 . The Council will recover from the applicant the cost of highway and footway repairs, including damage to grass verges.

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.: 16299/APP/2020/3313

SCHEDULE OF PLANS

ONS Household Composition Data Hillingdon - received 02 Mar 2021

Household Expenditure by Gross Income Quintile Group - received 02 Mar 2021

Report on Length of Stay in Care Homes - received 02 Mar 2021

Better Lives for Older People Study dated February 2015 - received 02 Mar 2021

Economic Impact Assessment dated February 2021 - received 02 Mar 2021

Response to Highways Comments dated February 2021 - received 02 Mar 2021

UXB001-MPI-XX-XX-DR-A-200201 Rev. P2 - received 10 Mar 2021

UXB001-MPI-XX-XX-DR-A-200203 Rev. P2 - received 10 Mar 2021

UXB001-MPI-XX-XX-DR-A-200202 Rev. P2 - received 10 Mar 2021

UXB001-MPI-XX-XX-DR-A-200204 Rev. P2 - received 10 Mar 2021

UXB001-MPI-XX-XX-DR-A-200210 Rev. P2 - received 10 Mar 2021

UXB001-MPI-XX-XX-DR-A-200300 Rev. P2 - received 10 Mar 2021

UXB001-MPI-XX-XX-DR-A-200301 Rev. P2 - received 10 Mar 2021

UXB001-MPI-XX-XX-DR-A-200302 Rev. P2 - received 10 Mar 2021

UXB001-MPI-XX-XX-DR-A-200303 Rev. P2 - received 10 Mar 2021

UXB001-MPI-XX-XX-DR-A-100002 Rev. P1 - received 10 Mar 2021

UXB001-MPI-ZZ-MZ-DR-A-200000_02 Rev. P2 - received 10 Mar 2021

UXB001-MPI-ZZ-01-DR-A-200001 Rev. P2 - received 10 Mar 2021

UXB001-MPI-ZZ-02-DR-A-200002 Rev. P2 - received 10 Mar 2021

UXB001-MPI-ZZ-03-DR-A-200003 Rev. P2 - received 10 Mar 2021

UXB001-MPI-ZZ-04-DR-A-200004 Rev. P2 - received 10 Mar 2021

UXB001-MPI-ZZ-05-DR-A-200005 Rev. P2 - received 10 Mar 2021

UXB001-MPI-ZZ-06-DR-A-200006 Rev. P2 - received 10 Mar 2021

UXB001-MPI-XX-XX-DR-A-100001 Rev. P1 - received 10 Mar 2021

UXB001-MPI-ZZ-XX-DR-A-200010 Rev. P2 - received 10 Mar 2021

UXB001-MPI-ZZ-01-DR-A-200101 Rev. P2 - received 10 Mar 2021

UXB001-MPI-ZZ-02-DR-A-200102 Rev. P2 - received 10 Mar 2021

UXB001-MPI-ZZ-03-DR-A-200103 Rev. P2 - received 10 Mar 2021

UXB001-MPI-ZZ-04-DR-A-200104 Rev. P2 - received 10 Mar 2021

UXB001-MPI-ZZ-05-DR-A-200105 Rev. P2 - received 10 Mar 2021

UXB001-MPI-ZZ-06-DR-A-200106 Rev. P2 - received 10 Mar 2021

UXB001-MPI-ZZ-XX-DR-A-200110 Rev. P2 - received 10 Mar 2021

UXB001-MPI-XX-XX-DR-A-200500 Rev. P2 - received 10 Mar 2021

UXB001-MPI-XX-XX-DR-A-210300 Rev. P2 - received 10 Mar 2021

UXB001-MPI-XX-XX-DR-A-210301 Rev. P2 - received 10 Mar 2021

UXB001-MPI-XX-XX-DR-A-210302 Rev. P2 - received 10 Mar 2021

UXB001-MPI-XX-XX-DR-A-300100 Rev. P2 - received 10 Mar 2021

UXB001-MPI-XX-XX-DR-A-300101 Rev. P2 - received 10 Mar 2021

UXB001-MPI-XX-XX-DR-A-300102 Rev. P2 - received 10 Mar 2021

Daylight, Sunlight and Overshadowing - received 10 Mar 2021

Response to FVA dated 12 January 2021 - received 20 Jan 2021

Acoustic Planning Report dated January 2021 - received 26 Jan 2021

Acoustic Technical Note - received 26 Jan 2021

Response to Daylight and Sunlight Report dated January 2021 - received 26 Jan 2021

Response to Social Care Comments - received 02 Mar 2021

Supporting Information in Relation to Similar Sites in the Borough - received 02 Mar 2021

Land Registry Price Paid Data - Hillingdon Transactions 2020 - received 02 Mar 2021

Experian Data for 65+ age Group - received 02 Mar 2021

Planning Needs Assessment dated February 2021 - received 02 Mar 2021

Care Funded Years Calculation - received 02 Mar 2021

Overheating Risk Assessment Technical Note - received 12 Apr 2021

Air Quality Assessment dated September 2020 - received 15 Oct 2020

Design and Access Statement dated September 2020 - received 15 Oct 2020

Flood Risk Assessment dated September 2020 - received 15 Oct 2020

Utility Infrastructure Strategy dated September 2020 - received 15 Oct 2020

Heritage and Townscape Assessment dated September 2020 - received 15 Oct 2020

Ground Investigation Report September 2020 - received 15 Oct 2020

Acoustic Planning Report dated September 2020 - received 15 Oct 2020

20200227-20-01 - received 15 Oct 2020

UXB001-MPI-XX-XX-DR-A-010100 Rev. P1 - received 15 Oct 2020

UXB001-MPI-XX-XX-DR-A-010002 Rev. P2 - received 15 Oct 2020

UXB001-MPI-XX-XX-DR-A-010200 Rev. P1 - received 15 Oct 2020

UXB001-MPI-XX-XX-DR-A-100001 Rev. P1 - received 15 Oct 2020

UXB001-MPI-XX-XX-DR-A-100002 Rev. P1 - received 15 Oct 2020

Demolition and Site Waste Management Plan dated September 2020 - received 15 Oct 2020

Sustainability Appraisal dated September 2020 - received 15 Oct 2020

UXB001-MPI-XX-XX-DR-A-010001 Rev P1 - received 15 Oct 2020

Daylight, Sunlight and Overshadowing Report dated September 2020 - received 15 Oct 2020

Travel Plan dated September 2020 - received 15 Oct 2020

Tree Survey and Arboricultural Assessment dated September 2020 - received 15 Oct 2020

Sire Statement dated September 2020 - received 15 Oct 2020

Wind Microclimate Assessment dated September 2020 - received 15 Oct 2020

Archaeological Desk Based Assessment dated September 2020 - received 15 Oct 2020

Energy Statement dated September 2020 - received 15 Oct 2020

Construction Logistics Plan dated September 2020 - received 15 Oct 2020

Delivery and Servicing Plan dated September 2020 - received 15 Oct 2020

Preliminary Ecological Appraisal dated September 2020 - received 15 Oct 2020

Covering Letter dated October 2020 - received 15 Oct 2020

Utility Infrastructure Strategy dated March 2021 - received 10 Mar 2021

Sustainability Statement dated March 2021 - received 10 Mar 2021

Fire Statement dated March 2021 - received 10 Mar 2021

Landscape Addendum dated March 2021 - received 10 Mar 2021

624_P_00_100 Rev. P11 - received 10 Mar 2021

624_P_02_101 Rev. P03 - received 10 Mar 2021

624_P_02_102 Rev. P04 - received 10 Mar 2021

624-S-00-172 Rev. P01 - received 10 Mar 2021

624_S_00_171 Rev. P01 - received 10 Mar 2021

624_S_00_210 Rev. P01 - received 10 Mar 2021

Flood Risk Assessment and Drainage Strategy, dated March 2021 - received 10 Mar 2021

Townscape Review dated March 2021 - received 10 Mar 2021

Covering Letter dated March 2021 - received 10 Mar 2021

Letter of Conformity - Archaeological Desk Based Assessment dated march 2021 - received 10 Mar 2021

Letter of Conformity - Ecology dated march 2021 - received 10 Mar 2021

Air Quality Assessment Addendum dated March 2021 - received 10 Mar 2021

Tree Survey & Arboricultural Assessment dated March 2021 - received 10 Mar 2021

Internal Daylight, Sunlight Overshadowing Addendum Report - received 10 Mar 2021

Planning Review Confirmation relating to Demolition and Site Waste Management Plan and Construction Environmental Management Plan dated March 2021 - received 10 Mar 2021

Planning Statement Addendum dated March 2021 - received 10 Mar 2021

S-00-174 Issue P02 - received 10 Mar 2021

Letter of Conformity, Geo-environmental Assessment dated March 2021 - received 10 Mar 2021

UXB001-MPI-XX-XX-MR-A-000010 Rev. P2 - received 10 Mar 2021

UXB001-MPI-XX-XX-MR-A-000011 Rev. P2 - received 10 Mar 2021

UXB001-MPI-XX-XX-MR-A-000012 Rev. P2 - received 10 Mar 2021

UXB001-MPI-XX-XX-MR-A-000013 Rev. P2 - received 10 Mar 2021

UXB001-MPI-XX-XX-DR-A-010001 Rev. P2 - received 10 Mar 2021

UXB001-MPI-XX-XX-DR-A-010002 Rev. P2 - received 10 Mar 2021

UXB001-MPI-ZZ-XX-DR-A-010004 Rev. P2 - received 10 Mar 2021

UXB001-MPI-ZZ-XX-DR-A-010005 Rev. P1 - received 10 Mar 2021

Technical Addendum Noise dated March 2021 - received 10 Mar 2021

Transport Assessment Addendum dated March 2021 - received 10 Mar 2021

Detailed Construction Logistics Plan dated March 2021 - received 10 Mar 2021

Delivery and Servicing Plan dated March 2021 - received 10 Mar 2021

913-TSY-ZZ-XX-RP-C-1001 - received 15 Oct 2020

913-TSY-ZZ-XX-RP-C-1001 Rev. 007 - received 15 Oct 2020

913-TSY-ZZ-XX-DR-C-8001 Rev. P2 - received 15 Oct 2020

913-TSY-ZZ-XX-DR-C-8000 Rev. P3 - received 15 Oct 2020

Financial Viability Assessment dated September 2020 - received 15 Oct 2020

Response to Contaminated Land Matters dated September 2020 - received 04 Dec 2020

Response to Access Officer Comments dated December 2020 - received 04 Dec 2020

Response to Air Quality Officer Comments dated December 2020 - received 04 Dec 2020

Response to Refuse and Waste Officer Comments dated December 2020 - received 04 Dec 2020

Principle of On/Off-site Affordable Housing dated January 2021 - received 19 Jan 2021

Travel Plan dated March 2021 - received 12 Mar 2021

Heritage, Townscape and Visual Impact Assessment Addendum dated March 2021 - received 12 Mar 2021

Letter of Conformity (Wind) dated March 2021 - received 12 Mar 2021

Statement of Community involvement dated March 2021 - received 12 Mar 2021

Design and Access Statement Addendum dated March 2021 - received 12 Mar 2021

Energy Statement dated March 2021 - received 12 Mar 2021

UXB001-MPI-ZZ-00-DR-A-200000 Rev. P3 - received 25 Mar 2021

UXB001-MPI-ZZ-00-DR-A-200100 Rev. P3 - received 25 Mar 2021

UXB001-MPI-ZZ-MZ-DR-A-200100_02 Rev. P3 - received 25 Mar 2021

UXB001-MPI-XX-XX-DR-A-200200 Rev. P3 - received 25 Mar 2021

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

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

426970

MEMBER OF
THE COUNCIL..... Alan Chapman

AUTHORISED OFFICER.....

EXECUTED as a DEED by SENIOR LIVING URBAN (UXBRIDGE) LIMITED)
Acting by a director: Ben Rosewall)
.....
)

In the presence of: Rory Spriggs)
Signature of witness .....
Name (in BLOCK CAPITALS)
Address 85, 27 EAST PARKSIDE
LONDON SE10 0PP