

20 December 2024

DATED _____

SENIOR LIVING URBAN (UXBRIDGE) LIMITED

TO

THE LONDON BOROUGH OF HILLINGDON

PLANNING OBLIGATION BY WAY OF UNILATERAL UNDERTAKING PURSUANT TO
SECTION 106

OF THE TOWN AND COUNTRY PLANNING ACT 1990 AND ASSOCIATED POWERS
RELATING TO THE DEVELOPMENT OF THE FORMER WICKES AND HALFORDS,
OFF HAREFIELD ROAD, UXBRIDGE, UB8 1JS

PLANNING APPLICATION NUMBER:

16299/APP/2023/3691 and 16299/APP/2024/32

Planning & Corporate Team

London Borough of Hillingdon

Civic Centre, High Street

Uxbridge, Middlesex

Ref: 024937

20 December 2024

THIS DEED is dated _____

FROM

(1) **SENIOR LIVING URBAN (UXBRIDGE) LIMITED** (Co. Regn. No. 12511602) a company incorporated in England and Wales whose registered office is situated at One, Coleman Street, London, England, EC2R 5AA ("the **Owner**")

TO

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

BACKGROUND

- A. The Council is the local planning authority for the purposes of the Act in respect of the Land and by whom the obligations in this Deed are enforceable.
- B. The Freehold Owner has a freehold interest in the Land registered under Title No. NGL280082 at the Land Registry.
- C. On 21 December 2023 the Owner submitted the Planning Application to the Council for permission to develop the Site.
- D. On 5 January 2024 the Owner submitted the NMA Application to the Council.
- E. The Owner intends to develop the Site pursuant to the Planning Permission and the NMA.

THIS DEED WITNESSES AS FOLLOWS:-**OPERATIVE PROVISIONS****1 INTERPRETATION**

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

“1990 Act”	the Town and Country Planning Act 1990 (as amended);
“1994 Permission”	means the planning permission granted by the Council with reference 16299/R/93/0504 dated 14 January 1994 for “ <i>Redevelopment of site with two units for non-food retail purposes including service and access from Warwick Place and public access via Harefield Road</i> ”;
“Active Travel Zone Contribution”	means the Index Linked sum of twenty-six thousand, six hundred pounds (£26,600) as a contribution to be used by the Council towards the provision of public realm/highway improvements;
“Air Quality Contribution”	means the Index Linked sum of four hundred and fifty-three thousand and four hundred and forty-nine pounds (£453,449) as a contribution to be used by the Council towards the provision of air quality measures within the Authority Area;
“Authority Area”	means the administrative area of the Council;
“Commencement of Development”	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 Deed) excluding operations consisting of: <ul style="list-style-type: none"> - site clearance; - demolition (provided always that such works do not relate to any listed building within the Site); - archaeological investigations and works; - ground investigations; - site survey works; - temporary access construction works; - preparatory or remediation works; - works for the laying termination or diversion of services;

	<ul style="list-style-type: none"> - 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;
“Director of Planning, Regeneration and Public Realm”	the Council’s Director of Planning, Regeneration and Public Realm such person as the Council designates as undertaking this role;
“Development”	the development of the Site pursuant to the Planning Permission;
“Index Linked”	the application of the formula provided at Clause 14;
“Interest”	interest at the rate of 4% above the base lending rate of the National Westminster Bank from time to time;
“NMA”	means the non-material amendment that may be granted in pursuance of the NMA Application;
“NMA Application”	means a non-material amendment application pursuant to s96A of the 1990 Act under the Council’s reference number 16299/APP/2024/32 to amend the 1994 Permission description of development to <i>“Redevelopment of the site for purposes including service and access from Warwick Place and public accesses via Harefield Road”</i> ;
“Plan”	the plan attached to this Deed at Appendix 2 ;
“Planning Application”	means the application pursuant to s73 of the 1990 Act for planning permission under the Council’s reference number 16299/APP/2023/3691 for the variation of Condition 7 (Landscape Scheme), Condition 11 (Car Parking), Condition 17 (Hours of Delivery), and Condition 23 (Use of Site) of the 1994 Permission to allow for a change of operation and type of goods sold; amend hours of deliveries; reduce the number of car parking spaces; and amendments and reconfiguration to layout (no increase in floorspace) and amended development description in accordance with the NMA Application;

“Planning Permission”	the planning permission that may be granted in pursuance of the Planning Application substantially in the form of the draft permission at Appendix 3 ;
“Planning Reference”	16299/APP/2023/3691 and 16299/APP/2024/32;
“Project Management and Monitoring Fee”	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;
“Site”	the property known as the former Wickes and Halfords, off Harefield Road, Uxbridge, UB8 1JS and shown for identification purposes only edged red on the Plan ;
“VAT”	value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax;
“Working Day”	any day except Saturday, Sunday and any bank or public holiday and <i>Working Days</i> shall be construed accordingly;

1.2 In this Deed:

- 1.2.1 the clause headings do not affect its interpretation;
- 1.2.2 unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and words denoting any one gender shall include all genders and words denoting persons shall include bodies corporate, unincorporated associations and partnerships;
- 1.2.3 a reference to any party shall include that party's personal representatives, successors and permitted assigns and in the case of the Council the successors to its respective statutory functions;
- 1.2.4 unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- 1.2.5 the headings in this Deed are inserted for convenience only and shall not affect the construction or interpretation of this Deed;

- 1.2.6 unless otherwise indicated, references to clauses and Schedules are to clauses of and Schedules to this Deed and references in a Schedule to a Part or paragraph are to a Part of paragraph of that Schedule;
- 1.2.7 where the agreement, approval, consent or an expression of satisfaction is required by the Owner under the terms of this Deed from the Council that agreement, approval, consent or satisfaction shall be given in writing and shall not be unreasonably withheld or delayed;
- 1.2.8 references to any statute or statutory provision include references to:
 - 1.2.8.1 all Acts of Parliament and all other legislation having legal effect in the United Kingdom as directly or indirectly amended, consolidated, extended, replaced or re-enacted by subsequent legislation; and
 - 1.2.8.2 any orders, regulations, instruments or other subordinate legislation made under that statute or statutory provision;
- 1.2.9 references to the Site include any part of it;
- 1.2.10 "including" means "including, without limitation";
- 1.2.11 any covenant by the Owner not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing;
- 1.2.12 without prejudice to the terms of any other provision contained in this Deed the Owner shall pay all costs, charges and expenses (including without prejudice to legal costs and Surveyor's fees) reasonably incurred by the Council for the purpose of or incidental to the enforcement of any right or power of the Council or any obligation of the Owner arising under this Deed;
- 1.2.13 where two or more people form a party to this Deed, the obligations they undertake may be enforced against them jointly or against each of them individually; and
- 1.2.14 if any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of the Deed is to be unaffected.

2 LEGAL BASIS

- 2.1 This Deed is made pursuant to section 106 of the 1990 Act. To the extent that they fall within the terms of section 106 of the 1990 Act, the obligations contained in this Deed are planning obligations for the purposes of section 106 of the 1990 Act and are enforceable by the Council as local planning authority against the Owner.
- 2.2 To the extent that any of the obligations contained in this Deed are not planning obligations within the meaning of the 1990 Act, they are entered into pursuant to the powers contained in section 111 of the Local Government Act 1972, section 16 of the Greater London Council (General Powers) Act 1974, section 2 of the Local Government Act 2000, section 1 of the Localism Act 2011 and all other enabling

powers with the intent that it will bind the Owner and their successors in title to the Site.

3 CONDITIONALITY

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

- (i) The issue of Planning Permission and NMA; and
- (ii) Commencement of the Development

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

4 MISCELLANEOUS

- 4.1 Nothing contained or implied in this Deed shall prejudice or affect the rights, powers, duties and obligations of the Council in exercise of their functions as local planning authority and their rights, powers, duties and obligations under all public and private statutes, bylaws and regulations may be as fully and effectually exercised as if the Council were not a party to this Deed.
- 4.2 Nothing in this Deed prohibits or limits the right to develop any part of the Site in accordance with a planning permission, other than one relating to the Development as specified in the Planning Application.
- 4.3 No waiver (whether express or implied) by the Council of any breach or default by the Owner in performing or observing any of the covenants undertakings obligations or restrictions contained in this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said covenants undertaking or obligation from acting upon any subsequent breach or default in respect of the Owner.
- 4.4 Nothing in this Deed shall be construed as a grant of planning permission.
- 4.5 Unless expressly agreed otherwise in this Deed, the covenants in this Deed shall be enforceable against the Owner and any successors in title to the Site and assigns of the Owner in an interest or estate to the Site or any part or parts of the Site as if that person had also been an original covenanting party in respect of the interest or estate for the time being held by that person.
- 4.6 No party to this Deed nor its successors in title nor any person deriving title from or under them shall be liable for any breach of any of the planning obligations or other obligations contained in this Deed after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 4.7 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission is quashed or revoked or otherwise withdrawn or (without the consent of the Owner or their successors in title) is modified by any statutory procedure or expires prior to Commencement of Development.

- 4.8 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 4.9 In the event that the planning obligations contained in this Deed are modified a note or memorandum thereof shall be endorsed upon this Deed.
- 4.10 The Deed cannot be amended or discharged without the prior consent in writing of the Owner and the Council or their respective successors in title in accordance with the requirements of Section 106 of the Town and Country Planning Act 1990 and any subordinate legislation.
- 4.11 The obligations under this Deed shall not be binding on nor enforceable against any statutory undertaker which acquires any part of the Site or an interest in it for the purposes of its statutory undertaking.

5 THE OWNER'S PLANNING OBLIGATIONS

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

6 COSTS

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

7 REGISTRATION OF DEED

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

8 ARBITRATION

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

- 8.1.1 the tribunal shall consist of one other arbitrator appointed jointly by the parties;
- 8.1.2 in default of the parties' Deed 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;
- 8.1.3 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

8.1.4 the seat of the arbitration shall be London.

9 THIRD PARTIES

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

10 NOTICES

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

10.2 Any notice to be served under or in connection with this Deed shall be sent to the:

10.2.1 Director of Planning, Regeneration and Public Realm, London Borough of Hillingdon, Civic Centre, High Street, Uxbridge, Middlesex, UB8 1UW and shall cite the Planning Reference for this Deed; and

10.2.2 The Owner at One, Coleman Street, London, England, EC2R 5AA and marked for the attention of "Development Manager" and bearing the reference "Uxbridge, Harfield Road S106 Unilateral Undertaking"

11 FORM PO1

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

12 CHANGE IN OWNERSHIP

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

13 CONTRIBUTIONS

13.1 Payment of the Contributions required by this Deed shall be made on the following basis:

13.1.1 The Contributions due under this Deed shall be delivered to the person and address specified in clause 11 above;

13.1.2 pursuant to the Local Government Act 2003, the Council shall be at liberty to charge the Contributions to a Council revenue account and for the avoidance of doubt it is agreed and declared that this shall be without prejudice to the Council's right to apply the Contributions or any part or parts

thereof to revenue purposes or to capital purposes or partly to the one and partly to the other.

- 13.2 Where any sum is paid for a particular purpose in accordance with this Deed the Council shall not use the payment otherwise than for that purpose or for such other purpose as the Owner (at its absolute discretion) and the Council may agree in writing.
- 13.3 In the event that the Contributions or any element or part of the Contributions remain unspent or committed unconditionally to be spent within seven (7) years after the date on which the relevant Contribution was paid to the Council, then the Council shall within 28 days of a written demand return to the Owner the unexpended or uncommitted (as the case may be) part of the Contributions (with any accrued interest).

14 INDEXATION

- 14.1 The Owner agrees with the Council that any sums payable by the Owner in this Deed shall be increased by the formula $1 = 2 \times 3/4$

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

- 14.2 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 Deed) or in the event the index is not replaced, to an alternative reasonably comparable basis or index.

15 INTEREST

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

16 VAT

- 16.1 All consideration given in accordance with the terms of this Deed shall be exclusive of any VAT properly payable.
- 16.2 The Owner hereby acknowledges and agrees that if at any time VAT is required to be paid in respect of the Land and the Contributions then to the extent that VAT had not been previously charged in respect of that payment the Council shall have the right to issue a VAT invoice to the Owner and the VAT shall be paid accordingly.

17 JURISDICTION

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

18 MORTGAGEE'S CONSENT

18.1 Any future mortgagee or charge of the Site shall be bound by the obligations contained in this Deed and its security over the Site or the relevant part thereof shall take effect subject to this Deed PROVIDED THAT such future mortgagee shall have no liability under this Deed 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.

19 INDEMNITY

19.1 The Owner hereby undertakes with the Council that in the event of any claim or claims being made against the Council for any one or more of the following payments:

- 19.1.1 Compensation (including any claim arising under the Land Compensation Acts)
- 19.1.2 Damages
- 19.1.3 Costs
- 19.1.4 Charges
- 19.1.5 any other payment

Such claim arising in connection with or incidental to or in consequence of any failure on the part of the Owner to comply with its obligations under this Deed the Owner will hold the Council fully indemnified from and against each and every said claim

19.2 The Owner shall not be liable under this clause to indemnify the Council in respect of any claim only insofar as and to the extent that the said claim is found to have resulted from the negligent act or omission of the Council or its servants or agents save that for the purpose of this clause the Owner or persons acting on behalf of the Owner shall not be regarded as servants or agents of the Council

20 OWNERS COVENANTS PROVIDED TO THE COUNCIL BY WAY OF UNILATERAL UNDERTAKING

20.1 The Owner covenants with the Council as follows:

20.2 Air Quality Contribution

- 20.2.1 Prior to Commencement of Development to pay to the Council the Air Quality Contribution; and
- 20.2.2 Not to Commence or cause or allow or permit Commencement of Development before the Air Quality Contribution has been paid.

20.3 Active Travel Zone Contribution

- 20.3.1 Prior to Occupation to pay to the Council the Active Travel Zone Contribution; and
- 20.3.2 Not to Occupy or cause or allow or permit Commencement of Development before the Active Travel Zone Contribution has been paid.

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

FORM PO1

APPENDIX 1
FORM PO1

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

SECTION 106/278 LEGAL AGREEMENT

SITE ADDRESS:

PLANNING REFERENCE:

DESCRIPTION OF DEVELOPMENT:

DATE OF COMMITTEE AUTHORISATION:

SECTION 106 OBLIGATIONS

DATE OF IMPLEMENTATION OF DEVELOPMENT:

(i) NOTIFIED TO THE COUNCIL:

(ii) SUBMITTED TO THE COUNCIL WITH THIS FORM:

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

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

FOR COUNCIL USE

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

COST CODE: _____

PLANNING COSTS:

LEGAL COSTS:

OTHER COSTS (IDENTIFY):

MAINTENANCE COSTS (COMMUTED SUM)

INTEREST BEARING ACCOUNT FOR BENEFIT OF OBLIGATIONS

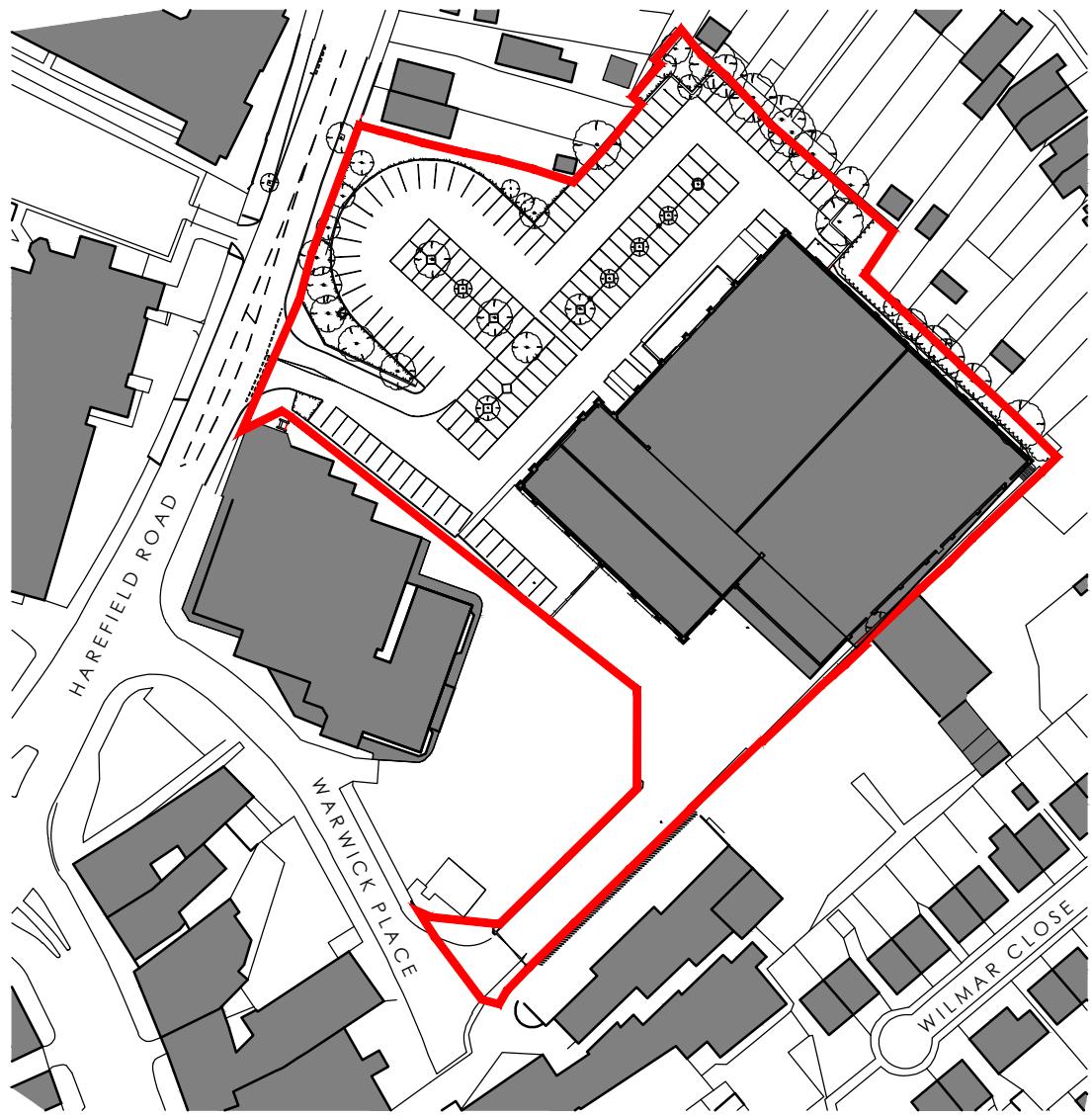
YES/NO

APPENDIX 2

PLAN



0m 20m 40m 60m 80m 100m



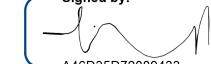
01 SITE LOCATION PLAN
1:1250

The Harris Group Ltd does not accept liability for any deviation to our drawings or specification. This Drawing is copyright and may not be reproduced in whole or part without written authority.

Rev	Date	Description	Drawn	Chkd

DocuSigned by:

533922F783C3423...

Signed by:

A46D35D7288943...

WAKEFIELD - T. 01924 291800
2 St John's North, Wakefield, WF1 3QA

MANCHESTER - T. 0161 2388555
Carvers Warehouse, 77 Dale Street, Manchester, M1 2HG

MILTON KEYNES - T. 01908 211 577
The Old Rectory, 79 High Street, Newport Pagnell, MK16 8AB

READING - T. 0118 950 7700
101 London Road, Reading, RG1 5BY

LONDON - T. 020 7409 1215
10 Gees Court, St Christopher's Place, London, W1U 1JJ

THE HARRIS PARTNERSHIP
ARCHITECTS
www.harrispartnership.com

Client

LEGAL & GENERAL

Project Title

PROPOSED DEVELOPMENT

HAREFIELD ROAD
UXBRIDGE
UB8 1JS

Drawing Title

SITE LOCATION PLAN

Drawn	Checked	Scale @A4	Status	Date
JT	DRW	1:1250	N/A	11/23

Drawing Status	Rev.	THP Project No
PLANNING	-	16401-1

Project No.	Originator	Volume	Level	Type	Role	Number
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16401-1	THPR	XX	00	DR	A	1001
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APPENDIX 3
DRAFT PLANNING PERMISSION

DRAFT

Mr Arvind Sangha
Avison Young
65 Gresham Street
London
EC2V7NQ

Application Ref: 16299/APP/2023/3691

TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)

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

Description of development:

Variation of Condition 7 (Landscape Scheme), Condition 10 (Accessible Car Parking), Condition 11 (Car Parking), Condition 13 (materials), Condition 17 (Hours of Delivery), and Condition 23 (Use of Site) of planning permission reference 16299/R/93/0504, dated 14.01.94 ('Redevelopment of site with two units for non-food retail purposes including service and access from Warwick Place and public access via Harefield Road'), to allow for a change of operation and type of goods sold; amend hours of deliveries; reduce the number of car parking spaces; and amendments and reconfiguration to layout (no increase in floorspace)

Location of development: Former Wickes And Halfords, Land Off Harefield Road Harefield Road Uxbridge

Date of application: 21st December 2023

Plan Numbers: See attached Schedule of plans

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

Draft Decision Notice produced:

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

Amendments required: YES / NO

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

Application Ref: 16299/APP/2023/3691

SCHEDULE OF CONDITIONS

- 1 The development hereby permitted shall be begun before the expiration of three years from the date of this permission.

REASON

To comply with Section 91 of the Town and Country Planning Act 1990.

- 2 The development shall be carried out in accordance with the surface water and sewage details approved under the discharge of condition application reference 16299/AG/94/1074, dated 26.07.94.

REASON

To ensure that the proposed development does not give rise to an increased risk of flooding nor to an overloading of the sewage disposal system in accordance with Policies SI12 and SI13 of The London Plan (2021), Policy EM6 of Hillingdon Council's Local Plan Part 1 (2012), and Policy DMEI 9 of Hillingdon Council's Local Plan Part 2 (2020).

- 3 The development shall be carried out in accordance with the surface water discharge details approved under the discharge of condition application reference 16299/AG/94/1074, dated 26.07.94.

REASON

To ensure that the proposed development does not exacerbate an existing flooding problem or cause a new flooding problem in accordance with Policies SI12 and SI13 of The London Plan (2021), Policy EM6 of Hillingdon Council's Local Plan Part 1 (2012), and Policy DMEI 9 of Hillingdon Council's Local Plan Part 2 (2020).

- 4 Trees, hedges, and shrubs shown to be retained on the approved plan shall not be damaged, uprooted, felled, or topped without the prior consent of the Local Planning Authority.

Any trees, hedges, and shrubs being severely damaged during construction, seriously diseased or dying shall be replaced by one other size and species to be agreed in writing with the Local Planning Authority. Where damage is less severe, a schedule of remedial works necessary to ameliorate the effect of damage by tree surgery, feeding, or groundwork shall be agreed in writing with the Local Planning Authority. New planting shall be carried out in accordance with the recommendations contained in BS3998:2010 - 'British Standard Recommendations for Tree Work'. Such work or planting shall be completed within eight months of the commencement of the development or such period as agreed in writing by the Local Planning Authority.

REASON

To ensure trees, hedges, and shrubs are retained to contribution to the area's amenity in accordance with Policy G7 of The London Plan (2021) and Policies DMHB 11 and DMHB 14 of Hillingdon Council's Local Plan Part 2 (2020).

- 5 The development shall be carried out in accordance with the fencing to protect root areas details approved under the discharge of condition application reference 16299/Y/94/0247, dated 22.03.94.

REASON

To ensure that trees and other vegetation to be retained or not damaged during construction work in

accordance with Policies G5 and G7 of The London Plan (2021) and Policies DMHB 11 and DMHB 14 of Hillingdon Council's Local Plan Part 2 (2020).

6 The development shall be carried out in accordance with the maintenance of landscaped areas details approved under the discharge of condition application reference 16299/Y/94/0247, dated 22.03.94.

REASON

To ensure that the landscaping carried out is properly maintained and that the Local Planning Authority are aware of all or any piece of land within the development in accordance with Policies G5 and G7 of The London Plan (2021) and Policies DMHB 11 and DMHB 14 of Hillingdon Council's Local Plan Part 2 (2020).

7 Details of a revised landscaping plan shall be submitted to and approved by the Local Planning Authority prior to the commencement of development. The development shall be carried out in accordance with the approved landscaping details, with the additional planting to be planted onsite within the first planting season following the first use of the development hereby permitted and thereafter maintained and retained in perpetuity. Any trees or other planting which die within a period of five years from the completion of development, are removed, or become seriously damaged or diseased shall be replaced in the next planting season, or with others of similar size and species in accordance with the details approved by the Local Planning Authority.

REASON

To ensure the development makes a satisfactory contribution to the preservation and enhancement of the visual amenity of the locality in accordance with Policies G5 and G7 of The London Plan (2021) and Policies DMHB 11 and DMHB 14 of Hillingdon Council's Local Plan Part 2 (2020).

8 All planting, seeding, and turfing in the approved landscaping scheme shall be completed within eight months of development commencing (or such as agreed in writing by the Local Planning Authority) or prior to the occupation of the buildings, whichever is the earlier period. The new planting and landscape operations shall comply with the requirements specified in BS3998:2010 - 'British Standard Recommendations for Tree Work'. Thereafter, areas of amenity space shall be permanently retained and any trees or other planting which die within a period of five years from the completion of development, are removed, or become seriously damaged or diseased shall be replaced in the next planting season with others of similar size and species in accordance with the details approved by the Local Planning Authority.

REASON

To ensure that the proposed development makes a satisfactory contribution to the preservation and enhancement of the visual amenities of the locality in accordance with Policies G5 and G7 of The London Plan (2021) and Policies DMHB 11 and DMHB 14 of Hillingdon Council's Local Plan Part 2 (2020).

9 The development shall be carried out in accordance with the building entrance access details approved under the discharge of condition application reference 16299/AE/94/0750, dated 29.09.94.

REASON

To ensure that people with disabilities have appropriate access to the development in accordance with Policy D5 of The London Plan (2021).

10 (i) Accessible car parking spaces for wheelchair users shall accord with BS8300-1:2018, and not fall below six per cent standard and four per cent enlarged parking bays of the total number of car parking spaces. These accessible car parking spaces shall be available for use upon the first use of the development hereby approved.

(ii) Prior to the commencement the development hereby approved, a Parking Design and Management Plan shall be submitted to and approved by the Local Planning Authority. The Plan shall include details of the site's Automatic Number Plate Recognition (ANPR). The approved details shall be implemented upon first use and thereafter be adhered to in perpetuity. Thereafter, these facilities shall be provided

and managed in accordance with the approved Car Parking Design and Management Plan.

REASON

To ensure car parking caters for people with disabilities and is appropriately managed in accordance with Policies D5 and T6 of The London Plan (2021) and Policy DMT 1 and DMT 6 of Hillingdon Council's Local Plan Part 2 (2020).

- 11 The turning loading facilities/sightlines and parking areas (including the marking out of parking spaces) shown on the approved plans (reference: 16401-1-THPR-XX-00-DR-A-1014-Rev-P04) shall be constructed prior to the first use of the development hereby permitted and thereafter permanently retained and used for no other purposes.

REASON

To ensure that appropriate facilities are provided in accordance with Policies D5, T2, T4, T6, and T7 of The London Plan (2021) and Policies DMT 1, DMT 2, DMT 5, and DMT 6 of Hillingdon Council's Local Plan Part 2 (2020).

- 12 Adequate visibility shall be provided at the back of the footway measured on both sides of each vehicular crossing/access within 4.5 metres x 60 metres sight lines.

REASON

To ensure highway safety in accordance with Policies D5, T2, T4, T6, and T7 of The London Plan (2021) and Policies DMT 1, DMT 2, and DMT 5 of Hillingdon Council's Local Plan Part 2 (2020).

- 13 The development shall be carried out in accordance with the materials details on the approved plans (reference: 16401-1-THPR-XX-EL-DR-A-1011-Rev-P01 and 16401-1-THPR-XX-EL-DR-A-1012-Rev-P01).

REASON

To ensure that the development presents a satisfactory appearance in accordance with Policy DMHB 11 of Hillingdon Council's Local Plan Part 2 (2020).

- 14 The development shall be carried out in accordance with the external machinery equipment or external openings details approved under the discharge of condition application reference 16299/AL/94/1422, dated 03.11.94.

REASON

To ensure that the use does not detract from the amenity of local residents in accordance with Policies D3, D13, and D14 of The London Plan (2021) and Policy DMHB 11 of Hillingdon Council's Local Plan Part 2 (2020).

- 15 Notwithstanding the provisions of Section 55 of the Town and Country Planning Act 1990, no additional internal floor space shall be created in excess of the area expressly authorised by this permission.

REASON

To enable the Local Planning Authority to assess all the implications of the development and to ensure that adequate parking and loading facilities can be provided on the site in accordance with Policies D5, T2, T4, T6, and T7 of The London Plan (2021) and Policies DMT 1, DMT 2, and DMT 5 of Hillingdon Council's Local Plan Part 2 (2020).

- 16 The premises shall not be used except between 0800 hours and 2000 hours Mondays to Saturdays. On Sundays the larger unit shall not be used except between 1000 hours and 1600 hours and the smaller unit shall not be used except between 0900 hours and 1700 hours.

REASON

To protect the residential amenity of the occupiers of adjoining and nearby properties in accordance with Policies D3, SD7, D13, and D14 of The London Plan (2021) and Policy DMHB 11 of Hillingdon Council's Local Plan Part 2 (2020).

- 17 Deliveries to the units shall not be made except via Warwick Place between 0600 hours and 2200

hours on Mondays to Saturdays, 0800 hours to 1800 hours on Sundays, and 0600 to 2200 hours on bank holidays.

REASON

To protect the residential amenity of the occupiers of adjoining and nearby residential properties in accordance with Policies D3, SD7, D13, and D14 of The London Plan (2021) and Policy DMHB 11 of Hillingdon Council's Local Plan Part 2 (2020).

18 The development shall be carried out in accordance with the highway scheme approved under the discharge of condition application reference 16299/AB/94/0415, dated 20.04.94.

REASON

To ensure highway safety in accordance with Policies D5, T1, T2, T4, T6, and T7 of The London Plan (2021) and Policies DMT 1, DMT 2, and DMT 5 of Hillingdon Council's Local Plan Part 2 (2020).

19 No solid matter shall be deposited so that it passes or is likely to pass into any watercourse.

REASON

To prevent pollution off the water environment in accordance with Policy SI 5 of The London Plan (2021).

20 The development shall be carried out in accordance with the archaeological work details approved under the discharge of condition application reference 16299/AC/94/0467, dated 08.04.94.

REASON

To enable remains which may be of archaeological importance to be safeguarded in accordance with Policy HC1 of The London Plan (2021) and Policy DMHB 7 of Hillingdon Council's Local Plan Part 2 (2020).

21 The development shall be carried out in accordance with the lighting details approved under the discharge of condition application reference 16299/AJ/94/1337, dated 13.10.94.

REASON

To protect the residential amenity of the occupiers of adjoining and nearby residential properties in accordance with Policies D8 and D13 of the London Plan (2021) and Policy DMHB 11 of Hillingdon Council's Local Plan Part 2 (2020).

22 The fence shall be maintained for the life of the development in accordance with the details approved under the discharge of condition application reference 16299/AK/94/1341, dated 30.09.94.

REASON

To protect the residential amenity of the occupiers of adjoining and nearby properties in accordance with Policy D11 and D13 of the London Plan (2021) and Policies DMHB 11 and DMHB 15 of Hillingdon Council's Local Plan Part 2 (2020).

23 The premises shall not be used except as two separate units within Use Class E of the Schedule to the Town and Country Planning (Use Classes) Order 1987 (as amended) or permitted under the provisions of the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended), or any statutory instrument revoking and re-enacting those Orders with or without modification.

REASON

To ensure that appropriate car parking facilities are provided and to ensure highway safety in accordance with Policies D5, T1, T2, T4, T6, and T7 of The London Plan (2021) and Policies DMT 1, DMT 2, and DMT 5 of Hillingdon Council's Local Plan Part 2 (2020).

24 At least 30 short-stay and 20 long-stay cycle parking spaces shall be installed and available for use in accordance with approved plans (reference 16401-1-THPR-XX-00-DR-A-1014-Rev-P04) and the London Cycle Design Standards prior to the first use of the development hereby approved. The cycle parking spaces shall thereafter be permanently retained on site, maintained, and be kept available for

use.

REASON

To ensure appropriate cycle parking provision in accordance with Policy T5 of The London Plan (2021) and Policies DMT 2 and DMT 5 of Hillingdon Council's Local Plan Part 2 Development Management Policies (2020).

25 (i) Prior to the first use of the development hereby approved, active electric vehicle charging facilities shall be installed and available for use at eight car parking spaces. The active electric vehicle charging infrastructure shall thereafter be permanently retained on-site, maintained, and kept available for use.

(ii) Prior to the first use of the development hereby approved, passive electric vehicle charging facilities shall be installed at six car parking spaces. The passive electric vehicle charging infrastructure shall thereafter be permanently retained on-site and be available for upgrading to active electric vehicle charging.

REASON

To ensure an appropriate level of on-site electric vehicle charging facilities are provided in accordance with Policy T6 of The London Plan (2021).

END OF SCHEDULE

Address:

Development Management

Directorate of Place

Hillingdon Council

3 North, Civic Centre, High Street, Uxbridge UB8 1UW

www.hillingdon.gov.uk

DRAFT

Application Ref: 16299/APP/2023/3691

SCHEDULE OF PLANS

16401-1-THPR-XX-ZZ-DR-A-1001 - received 21 Dec 2023

16401-1-THPR-XX-R1-DR-A-1011 - received 21 Dec 2023

16401-1-THPR-XX-R1-DR-A-1001 - received 21 Dec 2023

16401-1-THPR-XX-EL-DR-A-1002 - received 21 Dec 2023

16401-1-THPR-XX-EL-DR-A-1001 - received 21 Dec 2023

16401-THPR-XX-00-DR-A-1014-Rev-P04 - received 23 May 2024

Air Quality Assessment, report number J10/14389A/10/1/D1, prepared by Air Quality Consultants, dated 14.12.2023 - received 21 Dec 2023

Transport Assessment-Version-2, reference 294516-00, prepared by ARUP, dated 19.12.2023 - received 21 Dec 2023

Planning Statement, prepared by Avison Young, dated December 2023 - received 21 Dec 2023

Letter, prepared by Avison Young, dated 08.12.2023 - received 21 Dec 2023

16401-1-THPR-XX-00-DR-A-1003 - received 21 Dec 2023

16401-1-THPR-XX-00-DR-A-1002 - received 21 Dec 2023

16401-1-THPR-XX-00-DR-A-1001 - received 21 Dec 2023

Environmental Noise Report, Project No 2422544, prepared by Sharps Redmore, dated 06.06.2024 - received 18 Jun 2024

16401-1-THPR-XX-ZZ-DR-A-1011-Rev-P01 - received 04 Jul 2024

16401-1-THPR-XX-EL-DR-A-1012-Rev-P01 - received 04 Jul 2024

16401-1-THPR-XX-EL-DR-A-1011-Rev-P01 - received 04 Jul 2024

16401-1-THPR-XX-00-DR-A-1011-Rev-P01 - received 04 Jul 2024

RIGHTS OF APPLICANTS AGGRIEVED BY DECISION OF LOCAL PLANNING AUTHORITY

TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)

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

If you want to appeal, then you must do so within six months of the date of this notice, using a form which you can get from the Planning Inspectorate at Customer Support Unit, Room 3/15 Eagle Wing, Temple Quay House, 2 The Square, Temple Quay, Bristol, BS1 6PN (Tel 0117 372 8424) Appeal forms can be downloaded from the Planning Inspectorate website at www.Planning-inspectorate.gov.uk

If you intend to submit an appeal that you would like examined by inquiry then you must notify the Local Planning Authority and Planning Inspectorate (inquiryappeals@planninginspectorate.gov.uk) at least 10 days before submitting the appeal.

Further details are available at www.gov.uk/government/collections/casework-dealt-with-by-inquiries

The Secretary of State can allow a longer period for giving notice of an appeal, but he will not normally be prepared to use this power unless there are special circumstances, which excuse the delay in giving notice of an appeal.

The Secretary of State need not consider an appeal if it seems to him that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.

In practice, the Secretary of State does not refuse to consider appeals solely because the local planning authority based their decision on a direction given by him.

Purchase Notices.

If either the local planning authority or the officer of the First Secretary of State refuses permission to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to a reasonably beneficial use by carrying out of any development which has been or would be permitted.

In these circumstances, the owner may serve a purchase notice on the Council (District Council, London Borough Council or Common Council of the City of London) in whose area the land is situated. This notice will require the Council to purchase his interest in the land in accordance with the provisions of Part VI of the Town and Country Planning Act 1990.

**EXECUTED AS A DEED by SENIOR LIVING
URBAN (UXBRIDGE) LIMITED**

Acting by a director: **Ben Rosewall**

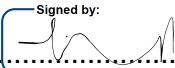
DIRECTOR.....

53392F783C3423...

J M Rosewall

In the presence of:

Signature of Witness:


A46D35D72889433...

Name (in BLOCK CAPITALS)

JULIET M ROSEWALL

Address:
148 Chudleigh Rd
London.....
SE41EE