

DATED

19 July

2024

E BUILDING LIMITED (1)

AND

CHARTER COURT FINANCIAL SERVICES LIMITED (2)

TO

THE LONDON BOROUGH OF HILLINGDON (3)

UNILATERAL UNDERTAKING

under Section 106 of the Town and Country Planning Act 1990 (as amended)

relating to 33 Dellfield Crescent Uxbridge UB8 2EU

Planning Application Reference: 19156/APP/2023/485

Planning & Corporate Team
London Borough of Hillingdon
Civic Centre
High Street Uxbridge
UB8 1UW

Ref: 3E/04/022469/NF

THIS UNDERTAKING (signed as a deed) is made the 19th day of July 2024

BY: -

- (1) **E BUILDING LIMITED** (company registration number 11996373) whose registered office is situated at 40 Pavilion Way Ruislip HA4 9JN ("the Owner"); and
- (2) **CHARTER COURT FINANCIAL SERVICES LIMITED** (company registration number 06749498 whose registered office is situated at 2 Charter Court, Broadlands, Wolverhampton, West Midlands, WV10 6TD and trading as Precise Mortgages ("the Mortgagee")

TO:

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

BACKGROUND

- A The Council is the local planning authority for the purposes of the Act in respect of the Land and by whom the obligations in this Deed are enforceable.
- B The Owner has a freehold interest in the Land under Title Number MX268917. at the Land Registry.
- C The Mortgagee is the beneficiary of a legal charge dated 19 February 2024 that is secured against the Land and registered in the charges register of title number MX268917.
- D On 20 February 2023 the Owner submitted the Application to the Council for permission to develop the Land.
- E The Owner intends to develop the Land pursuant to the Planning Permission.

1 DEFINITIONS AND INTERPRETATION

1.1 In this undertaking the following words and expressions shall have the following meanings

“the 1990 Act”	means the Town and Country Planning Act 1990 as amended
“the Application”	means the application for planning permission received by the Council on 20 th February 2023 and bearing the local planning authority reference number 19156/APP/2023/485 for the conversion of existing dwellinghouse (Class C3) to a 6 person HMO (Class C4) with associated landscaping and refuse storage
“Authority’s Area”	means the administrative area of the Council
“Commencement of Development”	means the carrying out of a material operation for the commencement of the Development as defined in section 56(4) of the 1990 Act save for the purposes of this undertaking none of the following operations shall constitute a material operation: <ul style="list-style-type: none">• site clearance;• archaeological investigations;• site investigation works (including ground and environmental 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 Land; and

- works of demolition (provided always that such works do not relate to any listed building within the Land)

and “Commence the Development” shall be construed accordingly

“the Development”

means the development authorised by Planning Permission number 19156/APP/2023/485

“Dwelling”

means any dwelling constructed pursuant to the Planning Permission.

“Form PO1”

means the form in the substantial format attached at **Appendix 2**

“the Land”

means 33 Delffield Crescent Uxbridge UB8 2EU as shown for identification purposes only edged red on the Plan

“Occupation”

means occupation for any purpose permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out, decoration, security or occupation for marketing or sales purposes and **Occupied** and **Occupy** shall be construed accordingly.

“Parking Permit”

means a resident's parking permit issued by the Council for a Controlled Parking Zone (“CPZ”) within the Authority's Area and/or a contract to park in any car park owned, controlled, or licensed 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 or such relevant legislation that may supersede the same;
"Plan"	means the plan annexed hereto at Appendix 1 ;
"Planning Obligations Officer"	means the Council's Planning Obligations Officer or such person as the Council designates as undertaking this role;
"Planning Permission"	means the planning permission to be granted by the Council pursuant to the Application and in the form of the draft permission at Appendix 3

1.2 Where the context so requires: -

- 1.2.1 The singular includes the plural and vice versa and words importing the masculine gender only include the feminine gender and extend to include a corporation sole or aggregate;
- 1.2.2 References to any party in this undertaking shall include the successors in title and assigns of that party;
- 1.2.3 Where a party includes more than one person any obligations of that party shall be joint and several;
- 1.2.4 Any covenant by the Owner not to knowingly do any act or thing shall be deemed to include a covenant not to cause permit or suffer the doing of that act or thing;
- 1.2.5 A reference to an Act of Parliament refers to the 1990 Act as it applies at the date of this undertaking;
- 1.2.6 References to clauses paragraphs and schedules are references to clauses paragraphs and schedules to this undertaking and are for reference only and shall not affect the construction of this undertaking.

2. OPERATIVE PROVISIONS

- 2.1 This undertaking is a planning obligation made in pursuance of Section 106 of the 1990 Act as substituted by Section 12 of the Planning and Compensation Act 1991 and to the extent that the covenants in this undertaking are not made under Section 106 of the 1990 Act they are made under Section 111 of the Local Government Act 1972, Section 16 of the Greater London Council (General Powers) Act 1974 and all other powers so enabling.
- 2.2 The obligations comprised in this undertaking shall not become effective until the date of the grant of Planning Permission and the Commencement of Development.
- 2.3 The Owner hereby undertakes to the Council that the Land shall be permanently from the date of the grant of Planning Permission and the Commencement of Development subject to the restrictions and provisions regulating the Development and use thereof specified in the First Schedule hereto.
- 2.4 This undertaking is subject to the following conditions: -
 - 2.4.1 No party shall be bound by the terms of this undertaking or be liable for the breach of any covenants restrictions or obligations contained in this undertaking occurring after he or it has parted with his or its interest in the Land or the part in respect of which such breach occurs (but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest);
 - 2.4.2 If the Planning Permission shall be refused by the Council or expire or lapse before the Commencement of Development or shall at any time be revoked or varied without the consent of the Owner then this undertaking shall terminate and cease to have effect.

- 2.4.3 Nothing in this undertaking shall be construed as restricting the exercise by the Council of any power or discretion exercisable by it under the 1990 Act or under any other Act of Parliament nor prejudicing or affecting the Council's rights powers duties and obligations in any capacity as a local or public authority.
- 2.4.4 The obligations hereby created shall be registered as a Local Land Charge.
- 2.4.5 No person who is not a party to this undertaking may enforce any terms hereof pursuant to the Contracts (Right of Third Parties) Act 1999 provided that this clause shall not affect any right of action of any person to whom this undertaking has been lawfully assigned or becomes vested in law.
- 2.4.6 Nothing in this undertaking shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission granted after the date of this undertaking.
- 2.4.7 The Mortgagee hereby consents to the Owner entering into this undertaking but shall not be liable for any breach of its provisions unless it becomes a mortgagee in possession of all or any part of the Land. The Mortgagee acknowledges that the Land shall be bound by the terms and obligations contained in this undertaking and should the Mortgagee become a mortgagee in possession of the Land or any part thereof the Mortgagee agrees to be bound by the provisions of this undertaking.

3. CONDITION PRECEDENT

This undertaking shall come into force upon the grant of the Planning Permission.

4. RIGHT OF ACCESS

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 Land at all reasonable times for the purpose of verifying whether or not any obligation arising under the undertaking has been performed or observed.

5. OBLIGATIONS

The Owner covenants with the Council so as to bind the Land to observe and perform the obligations contained in this undertaking and the schedule hereto.

6. ARBITRATION

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

- 6.1.1 the tribunal shall consist of one other arbitrator appointed jointly by the parties or;
- 6.1.2 failing agreement, within 21 days by an arbitrator to be appointed on either party's request by the President of The Royal Institution of Chartered Surveyor;
- 6.1.3 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
- 6.1.4 the seat of the arbitration shall be London.

7. INVALIDITY

It is agreed and declared that if a clause or sub-clause of this undertaking shall be deemed to be unenforceable or ultra vires the remainder of this undertaking shall remain in full force and effect provided severance from this undertaking is possible.

8. NOTICES

- 8.1 All notices served under or in connection with this undertaking 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;
- 8.2 Any notice to be served under or in connection with this undertaking shall be sent to the:

- a) Director of Planning, Regeneration and Public Realm, London Borough of Hillingdon, Civic Centre, High Street, Uxbridge, Middlesex, UB8 1UW and shall cite the Planning Reference for this Agreement; and
- b) The Owner at 40 Pavilion Way Ruislip HA4 9JN and shall cite the Planning Reference for this Agreement.

9. FORM PO1

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

10. CHANGE IN OWNERSHIP

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

11. JURISDICTION

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

IN WITNESS whereof the Owner and the Mortgagee have executed this undertaking as a Deed the day and year first before written

FIRST SCHEDULE

Covenants by the Owner

The Owner hereby covenants with the Council:

1. Not to apply to the Council for a Parking Permit save for a permit used by disabled persons issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970 (as amended or such relevant legislation that may supersede the same) 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.
2. Not 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.
3. Not to buy a contract to park within any car park, owned, controlled, or licensed by the Council
4. 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.
5. That in respect of every freehold transfer or lease granted, assigned, transferred or otherwise provided in respect of any 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 or such relevant legislation that may supersede the same) that will allow the parking of vehicles within the local parking management scheme in the vicinity of the premises 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"

6. On or prior to Occupation the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of residential units forming part of the Development (as issued and agreed by the Council's Street

Name and Numbering Department), identifying those residential units that in the Owner's opinion are affected by the Owner's obligations in paragraphs 1 – 4 of this Schedule.

7. Prior to Commencement of Development the Owner covenants to register this Deed at the Land Registry against title Number MX268917 and upon any subsequent registerable disposition of the Land.
8. The Owner for itself and its successors in title to the Land hereby acknowledges that the provisions in paragraphs 1 - 4 in this Schedule shall continue to have effect in perpetuity. In the event that a CPZ exists at the date of this undertaking, or is established in the future, not to dispose of to any person or occupy or allow any person to be an Occupier unless a notice has been served on such person that pursuant to the Council's policies, or any other policy replacing the same such person shall not be entitled (unless such person is or becomes entitled to be a holder of a Disabled Persons' Badge) to a Parking Permit to park a Motor Vehicle in any marked highway bay or other place within a CPZ within the Authority's Area nor will the Council enter into a contract (other than individual contracts for one occasion) with such person to park a Motor Vehicle in any car park controlled by the Council nor will they be entitled to apply for a season ticket to park a Motor Vehicle in any car park controlled by the Council

Executed as a deed by

E BUILDING LIMITED
acting by a director, in the
presence of:

K. Batt

Director

Witness Signature:

GARRY GRAY

Witness Name:

Witness Address:

9 SHERIFF CLOSE
AYLES BURY
HP19 7QN

Witness Occupation:

REMOVAL / W/HOUSE MANAGER

EXECUTED as a DEED by
CHARTER COURT FINANCIAL
SERVICES LIMITED

.....

by its Attorney in the presence of:

Witness' Signature:

Witness' Name:

Witness' Address:

.....

.....

Witness' Occupation:

Executed as a deed by
MARTIN KAVANAGH
MORTGAGE SERVICING TEAM
MAMSC and
Pomeia Deji Shim.
Mortgage Servicing Team
Manager



as attorneys for Charter Court Financial Services Limited

In the presence of:

Signature of Witness Chogers

Name of Witness CARLA ROGERS [BLOCK CAPITALS]
SENIOR MORTGAGE SECURITIES OFFICER.

Address of Witness: 1 Charter Court, Broadlands, Wolverhampton WV10 6TD

Attesting to both signatories of
Charter Court Financial Services Limited.

APPENDIX 1

Plan



H. M. LAND REGISTRY GENERAL MAP

NATIONAL GRID PLAN
GREATER LONDON

TQ 0582 SECTION J

Scale 1/1250



Old Reference MIDDLESEX XIV 7 H

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TITLE No. MX 268917



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APPENDIX 2

FORM P01

TO: PLANNING OBLIGATIONS OFFICER

PLANNING AND REGENERATION
LONDON BOROUGH OF HILLINGDON
3N CIVIC CENTRE
HIGH STREET UXBRIDGE
MIDDLESEX UB8 1UW
EMAIL: cil@hillingdon.gov.uk

FORM PO1

a) 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 AGREEMENT IF THIS IS THE
"FIRST NOTICE" PLEASE ATTACH THE "FIRST PAYMENT" AS
SPECIFIED IN THE AGREEMENT**

b) 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) _____

c) EREST BEARING ACCOUNT FOR BENEFIT OF OBLIGATIONS

**INT
YES/NO**

APPENDIX 3
DRAFT PLANNING PERMISSION

DRAFT

Mr Sammy Chan
Ops Chartered Surveyors
17 Garvin Avenue
Beaconsfield
HP9 1RD

Application Ref: 19156/APP/2023/485

TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)

GRANT OF PLANNING PERMISSION

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

Description of development:

Conversion of existing dwellinghouse (Class C3) to a 6 person HMO (Class C4) with associated landscaping and refuse storage

Location of development: 33 Dellfield Crescent Cowley

Date of application: 20th February 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

NOTES:

- (i) Please also see the informatics included in the Schedule of Conditions.
- (ii) Should you wish to appeal against any of the conditions please read the attached sheet which explains the procedure.
- (iii) This decision does not convey any approval or consent which may be required under any by-laws, building regulations or under any Act other than the Town and Country Planning Act 1990 (as amended).

DRAFT

TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)

GRANT OF PLANNING PERMISSION

Application Ref: 19156/APP/2023/485

SCHEDULE OF CONDITIONS

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

REASON

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

- 2 The development hereby permitted shall not be carried out except in complete accordance with the details shown on the submitted plans, numbers 2023-33DC-FP-4, 2023-33DC-FP-5 and 2023-33DC-FP-6 and shall thereafter be retained/maintained for as long as the development remains in existence.

REASON

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

- 3 The HMO shall not be occupied until a landscape scheme has been submitted to and approved in writing by the Local Planning Authority. The scheme shall include:

1. Details of Soft Landscaping

1.a Planting plans (at not less than a scale of 1:100),

1.b Written specification of planting and cultivation works to be undertaken,

1.c Schedule of plants giving species, plant sizes, and proposed numbers/densities where appropriate

2. Details of Hard Landscaping

2.a Refuse Storage

2.b Cycle Storage

2.c Means of enclosure/boundary treatments

2.d Hard Surfacing Materials

2.e External Lighting

3. Schedule for Implementation

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

REASON

To ensure that the proposed development will preserve and enhance the visual amenities of the locality and provide adequate facilities in compliance with policies DMH5; DMHB 11, DMHB 12, DMHB 14, DMEI 1 and DMT 2 of the Hillingdon Local Plan Part 2 (2020) and Policy G5 of the London Plan (2021).

- 4 The materials to be used in the construction of the external surfaces of the development hereby permitted shall match those used in the existing building and shall thereafter be retained as such.

REASON

To safeguard the visual amenities of the area and to ensure that the proposed development does not have an adverse effect upon the appearance of the existing building in accordance with Policy DMHB

INFORMATIVES

- 1 The decision to GRANT planning permission has been taken having regard to all relevant planning legislation, regulations, guidance, circulars and Council policies, including The Human Rights Act (1998) (HRA 1998) which makes it unlawful for the Council to act incompatibly with Convention rights, specifically Article 6 (right to a fair hearing); Article 8 (right to respect for private and family life); Article 1 of the First Protocol (protection of property) and Article 14 (prohibition of discrimination).
- 2 On this decision notice policies from the Council's Local Plan: Part 1 - Strategic Policies appear first, then relevant Local Plan Part 2 (2020), then London Plan Policies (2021). Hillingdon's Full Council adopted the Hillingdon Local Plan: Part 1 - Strategic Policies on 8 November 2012 and the Hillingdon Local Plan Part 2 on 16 January 2020.
- 3 The Party Wall Act 1996 requires a building owner to notify, and obtain formal agreement from, any adjoining owner, where the building owner proposes to:
carry out work to an existing party wall;
build on the boundary with a neighbouring property;
in some circumstances, carry out groundworks within 6 metres of an adjoining building.
Notification and agreements under this Act are the responsibility of the building owner and are quite separate from Building Regulations, or Planning Controls. The Building Control Service will assume that an applicant has obtained any necessary agreements with the adjoining owner, and nothing said or implied by the Council should be taken as removing the necessity for the building owner to comply fully with the Party Wall Act. Further information and advice is to be found in "the Party Walls etc. Act 1996 - explanatory booklet" published by the ODPM, available free of charge from the Residents Services Reception Desk, Level 3, Civic Centre, Uxbridge, UB8 1UW.
- 4 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.

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

GRANT OF PLANNING PERMISSION

Application Ref: 19156/APP/2023/485

SCHEDULE OF PLANS

DAS (18.02.23) - received 20 Feb 2023

HMO MANAGEMENT SUPERVISION PLAN - received 20 Feb 2023

LP. - received 20 Feb 2023

2023-33DC-FP-3 - received 20 Feb 2023

2023-33DC-FP-4 - received 20 Feb 2023

2023-33DC-FP-5 - received 20 Feb 2023

2023-33DC-FP-6 - received 20 Feb 2023

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.

