

DATED

9 February

2017

LIDL UK GMBH

and

THE LONDON BOROUGH OF HILLINGDON

PLANNING OBLIGATION BY DEED PURSUANT TO SECTION 106
OF THE TOWN AND COUNTRY PLANNING ACT 1990 AND ASSOCIATED POWERS
RELATING TO THE DEVELOPMENT OF LAND AT

**COUNCIL CAR PARK ON CENTRAL AVENUE AND FORMER HAYES SWIMMING POOL
BOTWELL LANE HAYES**

1942/APP/2015/4127

Planning & Corporate Team
Attn: Roisin Hogan
London Borough of Hillingdon
Civic Centre
High Street
Uxbridge
Middlesex
Ref: 10402/RH
Tel: 01895-556425

THIS PLANNING OBLIGATION BY DEED is dated 9 February 2016

And is made BETWEEN:

- (1) **LIDL UK GMBH (incorporated in Germany) (UK Regn. No. FC017929) (an unlimited company)** whose registered office is situated at 19 Worples Road, London SW19 4JS ("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 Land and by whom the obligations in this Deed are enforceable.
- B The Owner has the leasehold interest in the Land registered under Title Nos. AGL293515 and AGL293523 at the Land Registry.
- C The Owner intends to develop the Land pursuant to the Planning Permission.
- D On 6 November 2015 the Owner submitted the Planning Application to the Council for permission to develop the Land for the purposes and in the manner described in the Planning Application.
- E The Council resolved at its Major Applications Planning Committee meeting on 4 October 2016 to delegate authority to determine the Planning Application to the Deputy Chief Executive and Corporate Director of Residents Services subject to the prior completion of this Deed
- F The Council has considered the provisions of the development plan and taken into account planning considerations affecting the Land and considers that in the interests of the proper planning of its area the Development of the Land ought to only be permitted subject to the terms of this Deed and for that purpose the parties are willing to enter into this Deed.

THIS DEED WITNESSES AS FOLLOWS: -

1. DEFINITIONS AND INTERPRETATION

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

“Act”	means the Town and Country Planning Act 1990;
“Authority’s Area”	means the administrative area of the Council;
“Carbon Offset Contribution”	means the Index Linked contribution of nine thousand nine hundred pounds (£9,900) to be used by the Council towards offsite carbon reduction measures, schemes and initiatives in order to mitigate the Development;
“Commencement of Development”	means the date on which any material operation as defined in Section 56(4) of the Act forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose) site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination repair and “Commence” “Commenced” and “Commencement” shall be construed accordingly;

<p>“the Contributions”</p>	<p>means the Carbon Offset Contribution, the Construction Training Contribution, the Project and Monitoring Fee Contribution and the Employment Training Contribution (if applicable);</p>
<p>“Construction Training Contribution”</p>	<p>means the Index Linked sum calculated in accordance with the Council's Planning Obligations Supplementary Planning Document as at the date of this Deed and to be provided in accordance with Schedule 4 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;</p>
<p>“Co-ordinator Costs”</p>	<p>means the Index Linked sum of nine thousand six hundred pounds (£9,600);</p>
<p>“Development”</p>	<p>means the development authorised by the Planning Permission;</p>
<p>“the Deputy Chief Executive and Corporate Director of Residents Services”</p>	<p>means the Council's Deputy Chief Executive and Corporate Director of Residents Services or such person as the Council designates as undertaking this role;</p>
<p>“Employment Training Contribution”</p>	<p>means the Index Linked sum referred to in Schedule 9 as a contribution towards provision of recruitment, training and employment opportunities relating to the commercial operations of the Development to people residing within the Authority's Area</p>

	<p>calculated using the following formula as prescribed within the Council's Planning Obligations Supplementary Planning Document as at the date of this Deed:</p> <p>"£400 for every one in three jobs e.g. a scheme that can create 75 jobs may be required to contribute £10,000"</p>
"Employment Training Strategy"	<p>means the employment strategy referred to in Schedule 9 to be adopted by the Owner approved in writing by the Council (such approval not to be unreasonably withheld or delayed) demonstrating how the Development will continue to provide recruitment, training and employment opportunities relating to the commercial operations of the Development during the lifetime of the Development to people residing within the Authority's Area in accordance with the principles contained within the Council's Planning Obligations Supplementary Planning Document as at the date of this Deed;</p>
"Highway Agreements"	<p>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 1990;</p>
"Highways Drawings"	<p>means those drawings illustrating the Highways Works attached at Annex 4;</p>

"Highway Works"	means the highway improvement works to be carried out by the Owner to include (but not limited to) those works outlined in Schedule 3 of this Deed and generally illustrated on the Highway Drawings at Annex 4;
"Highway Landscaping Works"	means the offsite landscaping works on highway land, to be carried out by the Owner to include (but not limited to) those works detailed in Schedule 8 of this Deed;
"Land"	means all the land and buildings at Council Car Park on Central Avenue and Former Hayes Swimming Pool on Botwell Lane Hayes which is in the leasehold ownership of the Owner and is registered at the Land Registry under Title Nos. AGL293515 and AGL293523 and is shown for identification purposes edged in red on the Plan;
"Occupation"	means occupation of the Land for the purposes permitted by the Planning Permission and "Occupy" and "Occupied" shall be construed accordingly;
"Plan"	means the Plan attached at Annex 2;
"Planning Application"	means the application for planning permission for construction of an A1 discount food store with associated car parking and landscaping, re-configuration and resurfacing of Council car park with new site access/exit under the Council's reference number 1942/APP/2015/4127;
"Planning Permission"	means the planning permission to be

	granted pursuant to the Planning Application in the draft form attached at Appendix 3;
“Project Management and Monitoring Sum”	means the sum equivalent to five percent of the total Contributions to be used by the Council at its discretion for its costs incurred in administering, monitoring, reviewing, managing and implementing this Deed;
“Section 106 Reference”	means the planning application reference number 1942/APP/2015/4127;
“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 highway to be submitted to and approved in writing by the Council and implemented in accordance with Schedule 2;
“Specified Date”	means the date upon which an obligation arising under this Deed is due to be performed;
“Traffic and Air Quality Impact Study”	means the traffic and air quality impact study to be submitted to and approved in writing by the Council in accordance with Schedule 7 of this Deed;
“Training Costs”	means the sum calculated using the following formula as prescribed within the Council's Planning Obligations Supplementary Planning Document:

	<p>"£2,500 (two thousand five hundred pounds) for every £1,000,000 (one million pounds) worth of construction costs for the Development";</p> <p>and the construction costs for the Development includes all construction costs save for fit out costs;</p>
"VAT"	means Value Added Tax.

- 1.2 Unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and words denoting any one gender shall include all genders and words denoting persons shall include bodies corporate, unincorporated associations and partnerships.
- 1.3 References in this Deed to any statute or statutory provision shall be construed as a reference to the same as it may from time to time be amended, extended, modified, consolidated or re-enacted whether before or at the date of this Deed
- 1.4 Unless the context otherwise requires, reference to any clause, paragraph, sub-clause or schedule or annex is a reference to a clause, paragraph, sub-clause, schedule or annex of or to this Deed.
- 1.5 The headings in this document are inserted for convenience only and shall not affect the construction or interpretation of this Deed.
- 1.6 Where a party includes more than one person named as a party any obligations of that party shall be joint and several unless there is an express provision otherwise.

- 1.7 References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council the successors to the Council's respective functions.
- 1.8 Where the agreement, approval, consent or an expression of satisfaction is required by the Owner under the terms of this Deed from the Council that agreement, approval, consent or satisfaction shall be given in writing and shall not be unreasonably withheld or delayed.
- 1.9 Without prejudice to the terms of any other provision contained in this Deed the Owner shall pay all costs charges and expenses (including without prejudice to legal costs and Surveyor's fees) reasonably incurred by the Council for the purpose of or incidental to the enforcement of any right or power of the Council or any obligation of the Owner arising under this Deed.

2. STATUTORY PROVISIONS

- 2.1 This Deed is made pursuant to Section 106 of the Act, Section 111 of the Local Government Act 1972, Section 16 of the Greater London Council (General Powers) Act 1974 and Section 1 of the Localism Act 2011 to the intent that it will bind the Owner and their successors in title to the Land.
- 2.2 The covenants, restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council as local planning authority against the Owner and their successors in title without limit of time.

3. CONDITIONALITY

The obligations contained within the Schedules are subject to and conditional upon the later date of:

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

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

4. MISCELLANEOUS

- 4.1 Nothing contained or implied in this Deed shall prejudice or affect the rights, powers, duties and obligations of the Council in exercise of their functions as local planning authority and their rights, powers, duties and obligations under all public and private statutes, bylaws and regulations may be as fully and effectually exercised as if the Council were not a party to this Deed.
- 4.2 If any provision in this Deed shall be held to be invalid, illegal or unenforceable then the validity, legality and enforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 4.3 No waiver (whether express or implied) by the Council of any breach or default by the Owner in performing or observing any of the covenants undertakings obligations or restrictions contained in this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said covenants undertaking or obligation from acting upon any subsequent breach or default in respect thereof by the Owner.
- 4.4 Nothing in this Deed shall be construed as a grant of planning permission.
- 4.5 Unless expressly agreed otherwise in this Deed, the covenants in this Deed shall be enforceable without any limit of time against the Owner and any successors in title to the Land and assigns of the Owner or any person corporate or otherwise claiming title through or under the Owner an interest or estate to the Land or any part or parts of the Land as if that person had also been an original covenanting party in respect of the interest or estate for the time being held by that person.
- 4.6 No party to this Deed nor any of its successors in title nor any person deriving title from or under them shall be liable for any breach of any of the planning obligations or other obligations contained in this Deed after it shall have parted with its entire interest in the Land but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

- 4.7 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission is quashed or revoked or otherwise withdrawn or (without the consent of the Owner or their successors in title) is modified by any statutory procedure or expires prior to Commencement of Development.
- 4.8 Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.
- 4.9 In the event of the planning obligations contained in this Deed being modified a note or memorandum thereof shall be endorsed upon this Deed.
- 4.10 This Deed cannot be amended or discharged without the prior consent in writing of the Owner and the Council.

5. THE OWNER'S PLANNING OBLIGATIONS

The Owner covenants with the Council so as to bind the Land to observe and perform the obligations contained in the Schedules.

6. COSTS

- 6.1 The Owner hereby covenants with the Council that on execution of this Deed it will pay the Council's costs incurred in the negotiation, preparation and execution of this Deed to a maximum sum of £3,000.
- 6.2 Prior to Commencement of the Development the Owner will pay to the Council the Project Management and Monitoring Sum. For the avoidance of doubt the Project Management and Monitoring Sum shall be in addition to the costs referred to in sub-clause 6.1 above.

7 REGISTRATION OF DEED

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

8. RIGHT OF ACCESS

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

9. ARBITRATION

9.1 All disputes, differences or questions arising out of this Deed or as to the rights or obligations of the parties under it or in connection with its construction shall be referred to arbitration by a single arbitrator to be agreed between the parties or, failing agreement, within 21 days by an arbitrator to be appointed at the request of any party by the President of The Royal Institute of Chartered Surveyors as the case may be having due regard to any representations made to him as to the appropriate qualifications of such arbitrator.

9.2 The arbitration shall take place in London and shall be in accordance with the Arbitration Act 1996 or any re-enactment or modification of such Act for the time being in force, unless otherwise agreed in writing by the Council.

10. THIRD PARTIES

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

11. NOTICES

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

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

a) Deputy Chief Executive and Corporate Director of Residents Services.,
London Borough of Hillingdon, Civic Centre, High Street, Uxbridge,
Middlesex, UB8 1UW and shall cite the Section 106 Reference for this Deed;

or

b) to the Owner at 19 Worples Road, London SW19 4JS

12. FORM PO1

Prior to Commencement of the Development the Owner shall notify the Council that they intend to Commence the Development by completing and sending Form PO1 to the Council addressed to the Director of Planning, Environment and Community Services, 3 North, London Borough of Hillingdon, High Street Uxbridge UB8 1UW and shall cite the Section 106 Reference.

13. CHANGE IN OWNERSHIP

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

14. CONTRIBUTIONS

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

- (a) The Contributions due under this Deed shall be delivered to the person and address specified in clause 11.2(a) above;
- (b) 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.

15. INDEXATION

The Owner agrees with the Council that any sums payable by the Owner under this Deed shall be increased by the application of the formula $A=B \times C/D$ where:

- (a) A is the sum actually payable on the Specified Date;
- (b) B is the original sum mentioned in this Deed;
- (c) C is the Index of Retail Prices (All Items) for the month 2 months before the Specified Date;
- (d) D is the Index of Retail Prices (All Items) for the month 2 months before the date of this Deed; and
- (e) C/D is equal to or greater than 1.

16. INTEREST

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

17. VAT

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

17.2 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.

18. JURISDICTION

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

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

SCHEDULE 1

GREEN TRAVEL PLAN

In this Schedule:

- 'Auditor'** means a suitably qualified, experienced and independent person nominated by the Owner and approved in writing by the Council for the purpose of verifying the results of the Monitoring Survey;
- 'Car'** means a four wheeled motor vehicle other than one powered by electricity;
- 'Car Ratio'** means the number of Cars used or deemed to be used to transport Employees/Users to and from the Development expressed as a percentage of the number of Employees/Users making such a journey;
- 'Employee/
/Users'** means a person making the journey to and from the Development by any mode of travel;
- 'Excess'** means the number of cars represented by the difference between the Car Ratio and the Targets on the day when the Monitoring Survey discloses that the Car Ratio is greater than the Targets
- 'Excess Period'** means the period between a day on which the Monitoring Survey discloses that the Car Ratio is greater than the Targets and either the next day on which the Monitoring Survey takes place or is deemed to take place or (if no further Monitoring Surveys take place or is deemed to take place) the end of the Monitoring Period
- 'Green Travel Plan'** means a plan to encourage means of travel to and from the Development other than private cars to be adopted and complied with by the Owner in accordance with Schedule 1; and

'Green Travel Plan Bond' means the bond in the sum of £20,000 to secure the obligations in this Schedule and in the Green Travel Plan in a form first approved by the Council in writing;

'Green Travel Plan Co-ordinator'

means the person or persons to be appointed by the Owner to act as co-ordinator of the Green Travel Plan who shall be responsible for the implementation, monitoring and progress reporting of the Green Travel Plan for a period of not less than 10 years from the date of Occupation in order to achieve the objectives of the Green Travel Plan;

'Green Travel Plan Monitoring Sum'

means the sums demanded by the Council from time to time being the Council's costs of reviewing the Monitoring Surveys and the Owner's compliance with the terms of the Green Travel Plan.

'Inflation Factor'

means the RPIS Index published for the month preceding the date of payment divided by the RPIS Index published for the month of this agreement where the RPIS Index means the Monthly Digest of Statistics published by her Majesty's Stationery office in the following proportions:

transport equipment material and fuel – 35%

transport and communications industry average earning index – 45%

general index, retail price fuel and light – 20%;

'Monitoring Period'

means the period of 10 years beginning on Occupation of the Development;

'Modal Shift'	means an increase in the proportion of persons travelling to and from the Development using more sustainable modes of transport (where walking, cycling or the uses of public transport are more sustainable than using a Car);
'Monitoring Survey(s)'	means a survey of Employees/Users using a questionnaire in a form supplied or approved by the Council (such approval not to be unreasonably withheld or delayed) with the object of ascertaining the modes of transport used by Employees/Residents/Users when travelling between home and the Development on a particular day (or any alternative method of achieving that object approved in writing by the Council from time to time);
'Remedial Payment'	means a payment intended to be used by the Council for the purpose of achieving Modal Shift and calculated in respect of each Excess Period as the product of: the number of days in that Period multiplied by the Excess found at the start of that Period multiplied by £10.62 multiplied by the Inflation Factor;
'Remedial Measures'	means measures intended to achieve Modal Shift;
'Targets'	means targets for achieving the shift in the proportion of persons travelling to and from the Development 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 Green Travel Plan which shall be submitted to and approved by the Council for the Development

The Owner hereby covenants with the Council as follows:

1. Prior to Commencement of Development to submit the Green Travel Plan to the Council for approval; and
2. The Development will not be Occupied until the Green Travel Plan has been submitted to and approved in writing by the Council (such approval not to be unreasonably withheld or delayed); and
3. The Owner shall six months prior to Occupation of the Development appoint a Green Travel Plan Co-ordinator and supply contact details of the Green Travel Plan Co-ordinator to the Council.
4. The Green Travel Plan shall be implemented by the Owner as soon as reasonably practicable and in any event no later than 2 months following first Occupation of the Development.
5. The terms of the Green Travel Plan shall provide/detail as a minimum:
 - 5.1 A timetable for the preparation, implementation, monitoring and review of all stages of the Green Travel Plan;
 - 5.2 The appointment and funding of a Green Travel Plan co-ordinator to be responsible for the implementation, monitoring and progress reporting of the Green Travel Plan for a period of not less than 10 years from the date of Occupation;
 - 5.3 The responsibilities of the Green Travel Plan Co-ordinator and details of how they will comply with the monitoring requirements of the Green Travel Plan over the lifetime of the Green Travel Plan, such details to be provided to the Council;
 - 5.4 The provision of transport infrastructure or services, or payment of a contribution if required by the Council in respect of their provision such contribution to be appropriate to the size and location of the Development;
 - 5.5 Parking controls and management to be implemented at the Development;

- 5.6 The payment of contributions towards measures necessary to deliver the Green Travel Plan as directed by the Council;
- 5.7 The length of the Monitoring Period for the Green Travel Plan which shall not be less than 10 years from the date of Occupation of the Development;
- 5.8 The period post Occupation when the initial survey will be undertaken and details of subsequent surveys as required by the Green Travel Plan and as set out in this Deed;
- 5.9 The methods of carrying out the Monitoring Surveys to include details of the equipment to be used, the methods of collecting the data and the methods for calculating the results of the Modal Shift as required by the Green Travel Plan to include:
 - 5.9.1 Details of the initial survey to be carried out in accordance with the submitted Green Travel Plan and details specifying when the results of the survey shall be supplied to the Council;
 - 5.9.2 Details of the Monitoring Survey for the purposes of calculating the Modal Shift and details of the methods for calculating the Modal Shift
 - 5.9.3 The timing and dates of Monitoring Surveys for the duration of the Green Travel Plan, the first such survey to be carried out no later than one year after first Occupation (or if later after 50% of the Development has been Occupied);
 - 5.9.4 A Monitoring Survey shall take place and results delivered to the Council at three years and five years following the first survey referred to at 5.9.3 above the results of which shall be supplied to the Council within 14 days of each Monitoring Survey;
- 5.10 The targets for achieving the Modal Shift as calculated in the Green Travel Plan which shall be submitted to and approved by the Council for the Development
6. If the Monitoring Survey does not take place at the time required by this Deed it shall be deemed to have taken place on the last day of the month in which it should have been carried out and to have disclosed a Car Ratio of 100%;
7. If the Monitoring Survey is not verified within the time required by this Deed it shall be deemed to have disclosed a Car Ratio of 100%;

8. If an Employee/ User fails to return a completed questionnaire given to him for the purpose of the Monitoring Survey he shall be deemed for the purpose of calculating the Car Ratio to have travelled by Car;
9. Those parts of the Green Travel Plan that are identified as being capable of implementation following Occupation of the Development shall be implemented in accordance with the timetable contained in the Green Travel Plan.
10. The Owner shall continue to observe the requirements and obligations set out in the Green Travel Plan (or such amended plan as may be agreed by the Owner and Council from time to time) for a period of not less than ten years following first Occupation (or if later, for a period commencing on the date of first Occupation and ending on the date being 10 years from the date that 50% of the Development is Occupied).
11. Following first Occupation of the Development the Green Travel Plan Co-ordinator shall monitor, implement and review the Green Travel Plan for a period of not less than ten years following first Occupation of the Development (or if later, for a period commencing on the date of first Occupation and ending on the date being 10 years from the date that 50% of the Development is Occupied) including undertaking the following:
 - 11.1 Within 2 months of first Occupation of the Development to provide written details of the Green Travel Plan to new occupiers of the Development; and
 - 11.2 To comply with the Monitoring Survey and reporting requirements of the Green Travel Plan and to submit a written report in each instance to the Council to include:
 - 11.2.1 The Car Ratio disclosed by the Monitoring Surveys required by the Green Travel Plan and the Excess (if any) to include a statement setting out the Car Ratio and the basis on which it is calculated;
 - 11.2.2 A statistical summary of the methods of transport used by Employees/Users disclosed by any Monitoring Surveys or copies of any questionnaires completed by Employees/Users;
 - 11.2.3 The method for calculating the Car Ratio if the Monitoring Survey does not take place at the time required by this Deed;

- 11.2.4 The method for calculating the Car Ratio if the Monitoring Survey is not verified within the time required by this Deed;
 - 11.2.5 The methods of monitoring the progress of the Green Travel Plan and in achieving the Modal Shift and identifying any amendments to the Green Travel Plan to be agreed in writing by the Council in the event that targets for achieving Modal Shift as set out in the agreed Green Travel Plan are not achieved.
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- 11.3 Using reasonable endeavours to ensure that occupiers of the Development comply with the Green Travel Plan; and
 - 11.4 Undertaking an annual review of the Green Travel Plan and providing a written report of this review to the Council for approval.
 - 11.5 At the annual review of the Green Travel Plan, making such changes to the Green Travel Plan as the Council reasonably requires.
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- 12. To co-operate with the Council in such manner and on such occasions as the Council reasonably require in the verification of the accuracy of any data used to assess the extent to which the objectives of the Green Travel Plan have been achieved.
 - 13. The Owner shall pay a Green Travel Plan Monitoring Sum within 28 days of demand by the Council from time to time for the purpose of covering the Council's costs for reviewing the Monitoring Surveys and the Owner's compliance with the terms of the Green Travel Plan.
 - 14. The Owner shall be responsible for the costs of the Monitoring Survey and auditing and any remuneration and expenses payable to the Green Travel Plan Co-ordinator and the Auditor;
 - 15. The Owner shall deliver the Green Travel Plan Bond to the Council prior to Commencement of the Development.

16. In the event the Owner either fails to comply with the requirements of the Green Travel Plan and the targets for Modal Shift as set out in the Green Travel Plan the Council may enforce the provisions of the Green Travel Plan Bond in order to recover the appropriate Remedial Payment in accordance with the following:
 - 16.1 The Owner shall pay to the Council a Remedial Payment in respect of any Excess Period within 28 days of the end of that Period;
 - 16.2 If the measures taken to verify the results of the Monitoring Survey indicate the existence of an Excess which is materially different from the information in the statement certified on behalf of the Owner then the Owner acting by the Auditor shall (after carrying out such further surveys or investigations as the Auditor deems necessary) supply a recalculated Excess to the Council and any liability for a Remedial Payment shall be determined on the basis of the recalculated Excess;
 - 16.3 If a Remedial Payment has been paid in respect of an Excess Period on the basis of an Excess certified by the Owner and that Excess is subsequently recalculated by an Auditor and the recalculation of the Excess confirms the Owner have made an overpayment the Council shall repay the overpayment to the Owner;
 - 16.4 If a Remedial Payment has been paid in respect of an Excess Period on the basis of an Excess certified by the Owner and that Excess is subsequently recalculated by an Auditor and the recalculation of the Excess confirms the Owner has made an overpayment the Council shall repay the overpayment to the Owner;
17. The Green Travel Plan Bond shall not be expended otherwise than on taking Remedial Measures.
18. Any unexpended portion of the Green Travel Plan Bond shall be returned to the Owner (with accrued interest) at the end of the Monitoring Period.

The Owner shall be released absolutely from the Green Travel Plan Bond following the expiration of the Monitoring Period.

SCHEDULE 2
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 (such approval not to be unreasonably withheld or delayed) .
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 (such approval not to be unreasonably withheld or delayed) 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 life time of the Development.
4. To observe and perform the requirements, objectives, recommendations and principles of the Service and Delivery Plan for the life time of the Development.

SCHEDULE 3
HIGHWAY WORKS

The Owner hereby covenant and agree 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 reasonable satisfaction of the Council.
2. To enter into one or more Highway Agreements for the Highways Works before the Highways Works are commenced or to procure that the Owner's successor in title to the Land shall enter into one or more Highway Agreements for the Highways Works before the Highways Works are commenced.
3. Without prejudice to the requirements of paragraph 2 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 prior to Commencement of Development.
4. 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.
5. The Owner shall pay the Councils reasonable and proper legal costs in entering into any Highways Agreements.
6. The Highway Works shall include (but may not be limited to):
 - 6.1. Works to adjacent pay & display car park;
 - 6.2. Relocation of the entrance to the car park further north along Central Avenue;

- 6.3. Removal of two London plane trees to allow for car park reconfiguration;
- 6.4. Complete resurfacing and re-lining;
- 6.5. Internal reconfiguration, with consequent provision of additional 5 parking spaces to bring the total to 76 spaces, of which 5 would be designated for blue badge holders and 4 for brown badge holders;
- 6.6. Relocation of the existing zebra crossing on Central Avenue further south, along the expected pedestrian desire line between the Botwell Green Sports & Leisure Centre and the proposed foodstore;
- 6.7. Existing traffic calming feature opposite the new entrance to the car park to be removed;
- 6.8. Footway reinstatement and the extent of footway and carriageway resurfacing will be required, the extent of which should be agreed with the Council.

SCHEDULE 4
CONSTRUCTION TRAINING CONTRIBUTION

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

1. Prior to Commencement of the Development to pay to the Council the Construction Training Contribution.
2. Not to Occupy or cause to be Occupied any part of the Development before the Construction Training Contribution has been paid to the Council.

SCHEDULE 6

PROJECT MANAGEMENT AND MONITORING SUM

The Owner hereby covenants with the Council as follows:

1. Prior to Commencement of the Development to pay to the Council the Project Management and Monitoring Sum; and
2. Not to Commence or cause or allow or permit to be Commenced, any part of the Development before the Project Management and Monitoring Sum is paid to the Council.

For the avoidance of doubt the Project Management and Monitoring Sum shall be in addition to the costs referred to in Clause 6.1.

SCHEDULE 7
TRAFFIC AND AIR QUALITY IMPACT STUDY

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

1. The full scope, requirements and methodology of the Traffic and Air Quality Impact Study as mentioned in this Schedule shall first be submitted to and agreed by the Council in writing prior to Commencement of the Development.
2. Prior to Occupation of the Development, to undertake the Traffic and Air Quality Impact Study, which shall assess the overall impacts associated with the overall parking provision within the Development's car park and contribute towards the costs of appropriate mitigation measures including (but not limited to):
 - a. highway works
 - b. specific measures which will reduce pollution emissions; and
 - c. specific measures to be incorporated to protect existing receptors, for example but not restricted to, the use of green infrastructure.
3. Prior to Occupation of the Development to report the findings of the Traffic and Air Quality Impact Study and identify and agree in writing with the Council the remediation measures and fully implement the agreed remediation measures (if any are required).
4. To observe and perform the remediation measures arising from the Traffic and Air Quality Study for the lifetime of the Development.
5. The Owner shall be responsible for the full costs of the Traffic and Air Quality Impact Study and any works, remediation or mitigation measures identified as necessary in said study.

SCHEDULE 8
HIGHWAY LANDSCAPING WORKS

The Owner hereby covenant and agree with the Council as follows:

1. Not to Occupy or permit or cause to be Occupied any part of the Development until the Highway Landscaping Works have been completed to the reasonable satisfaction of the Council.
2. To enter into a licence agreement for the Highway Landscaping Works and maintenance of the Highway Landscaping Works before the Highways Landscaping Works are commenced or to procure that the Owner's successor in title to the Land shall enter into a licence agreement for the Highway Landscaping Works before the Highways Landscaping Works are commenced.
3. To be responsible for the full costs of the Highway Landscaping Works.
4. The Highway Landscaping Works shall include (but may not be limited to):
 - a. Tree planting and landscaping works on the public highway

SCHEDULE 9
EMPLOYMENT TRAINING STRATEGY

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

1. Prior to Occupation of the Development to submit the Employment Training Strategy to the Council for approval;
2. Not to Occupy or cause or allow or permit to be Occupied any part of the Development before the Employment Training Strategy has been submitted to and approved in writing by the Council.
3. To make amendments to the approved Employment Training Strategy from time to time as reasonably required by the Council.
4. To observe and perform the requirements, recommendations and principles of the approved Employment Training Strategy for the lifetime of the Development.
5. The Employment Training Strategy will not be required where the Owner and the Council agree in writing prior to Commencement of Development that the Owner shall pay the Employment Training Contribution in lieu of provision of the Employment Training Strategy. In the event that the parties agree that the Employment Training Contribution is due this shall be paid to the Council prior to Commencement of the Development.

SCHEDULE 9
EMPLOYMENT TRAINING STRATEGY

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

1. Prior to Occupation of the Development to submit the Employment Training Strategy to the Council for approval;
2. Not to Occupy or cause or allow or permit to be Occupied any part of the Development before the Employment Training Strategy has been submitted to and approved in writing by the Council.
3. To make amendments to the approved Employment Training Strategy from time to time as reasonably required by the Council.
4. To observe and perform the requirements, recommendations and principles of the approved Employment Training Strategy for the lifetime of the Development.
5. The Employment Training Strategy will not be required where the Owner and the Council agree in writing prior to Commencement of Development that the Owner shall pay the Employment Training Contribution in lieu of provision of the Employment Training Strategy. In the event that the parties agree that the Employment Training Contribution is due this shall be paid to the Council prior to Commencement of the Development.

Annex 1

TO: HEAD OF DEVELOPMENT CONTROL
ENVIRONMENTAL SERVICES
LONDON BOROUGH OF HILLINGDON
CIVIC CENTRE ROOM A357
HIGH STREET UXBRIDGE
MIDDLESEX UB8 1UW

FORM

SECTION 106/278 LEGAL AGREEMENT

SITE ADDRESS: _____

PLANNING REFERENCE: _____

DESCRIPTION OF DEVELOPMENT: _____

DATE OF COMMITTEE AUTHORISATION: _____

SECTION 106 OBLIGATIONS: _____

DATE OF IMPLEMENTATION OF DEVELOPMENT: _____

SECTION 106/278 OBLIGATION:

(i) NOTIFIED TO THE COUNCIL: _____

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

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

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

FOR COUNCIL USE

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

COST CODE: _____

PLANNING COSTS: _____

LEGAL COSTS: _____

OTHER COSTS (IDENTIFY): _____

MAINTENANCE COSTS (COMMUTED SUM)

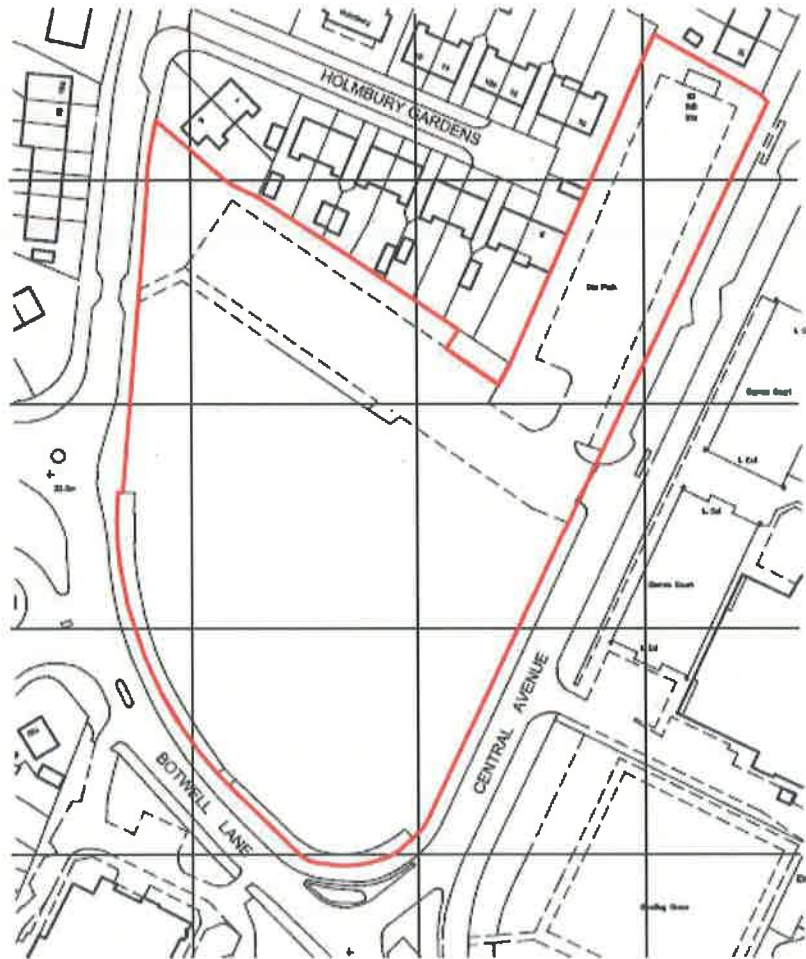
INTEREST BEARING ACCOUNT FOR BENEFIT OF OBLIGATIONS

YES/NO

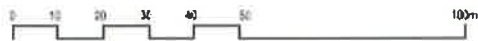
**Annex 2
Plan**

DAC MEMBER OF
THE COUNCIL

R. Day AUTHORISED
OFFICER



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SCALE 1:1250



& POOLE PATTLE chartered architects

PROPOSED LIDL CENTRAL AVENUE HAYES	APR 2015	1:1250 @ A4
SITE LOCATION PLAN	3178	401 A

Annex 3
Draft Planning Permission

DRAFT

Mr Henry Neel
London North West Property Office
4-14 Blackbird Hill
Wembley
London NW9 8SD

Application Ref: 1942/APP/2015/4127

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:

Construction of an A1 discount food store with associated car parking and landscaping, re-configuration and resurfacing of Council car park with new site access/exit

Location of development: Council Car Park On Central Avenue And Former Hayes Swimming Pool Botwell Lane Hayes

Date of application: 13 November 2015

Plan Numbers: See attached Schedule of plans

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

Draft Decision Notice produced:

Checked by:.....

Date:.....

Amendments required: YES / NO

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

TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)

GRANT OF PLANNING PERMISSION

Application Ref: 1942/APP/2015/4127

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 3176/401 Rev. A, 3176/403 Rev. P, 3176/404 Rev. F, 3176/405 Rev. K, 3176/406 Rev. B, 3176/407 Rev. Q (1:500 Scale), 3176/407 Rev. Q (1:1000 Scale), 3176/411 Rev. D and LIDL18911-11 Rev. T and shall thereafter be retained/maintained for as long as the development remains in existence.

REASON

To ensure the development complies with the provisions Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012) and the London Plan (2016).

- 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:

Reduction in energy use [Sustainability and Energy Statement]

Noise Mitigation Measures [Environmental Noise report, Noise Impact Assessment and Noise & Acoustic Report for BREEAM 2011]

General Landscape management and maintenance works [Soft Landscape Management and Maintenance Plan, Revision E, Landscape Specification, Soft Landscape Specification]

Contamination Mitigation Measures [Geo-Environmental Ground Investigation Report]

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

REASON

To ensure that the development complies with the objectives of Policies 5.2 and 7.15 of the London Plan (March 2016) and Policies OE1, OE3 and BE38 of the Hillingdon Local Plan: Part Two - Saved UDP Policies (November 2012).

SCHEDULE OF CONDITIONS

- 4 . No development shall take place until plans of the site showing the existing and proposed ground levels and the proposed finished floor levels of all proposed buildings have been submitted to and approved in writing by the Local Planning Authority. Such levels shall be shown in relation to a fixed and known 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 BE13 Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012)

- 5 . No site clearance or construction work shall take place until the details have been submitted to, and approved in writing by, the Local Planning Authority with respect to:
1. An updated Tree Report, Arboricultural Method Statement and Tree Protection Plan,
 2. A method statement outlining the sequence of development on the site including demolition, building works and tree protection measures,
 3. Detailed drawings showing the position and type of fencing to protect the entire root areas/crown spread of trees, hedges and other vegetation to be retained shall be submitted to the Local Planning Authority for approval. No site clearance works or development shall be commenced until these drawings have been approved and the fencing has been erected in accordance with the details approved. Unless otherwise agreed in writing by the Local Planning Authority such fencing should be a minimum height of 1.5 metres.

Thereafter, the development shall be implemented in accordance with the approved details. The fencing shall be retained in position until development is completed. The area within the approved protective fencing shall remain undisturbed during the course of the works and in particular in these areas:

- 3.a There shall be no changes in ground levels;
- 3.b No materials or plant shall be stored;
- 3.c No buildings or temporary buildings shall be erected or stationed.
- 3.d No materials or waste shall be burnt; and
- 3.e No drain runs or other trenches shall be dug or otherwise created, without the prior written consent of the Local Planning Authority.

REASON

To ensure that trees and other vegetation can and will be retained on site and not damaged during construction work and to ensure that the development conforms with policy BE38 Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012).

SCHEDULE OF CONDITIONS

6 . No development shall take place 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 with boundary planting to include a 1200mm high planted buffer zone and tree planting stock to be specified at 20-25cm girth (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 Car Parking Layouts (including details of 2 active rapid electric charging points and 2 passive rapid electric charging points)

2.e Hard Surfacing Materials

2.f Final External Lighting Scheme

3. Living Walls and Roofs

3.a Details of the inclusion of living walls, roofs and screens. The scheme shall provide details of the types of living material to be used and the locations and methods of maintenance where necessary.

3.b Justification as to why no part of the development can include living walls, roofs or screens.

4. Details of Landscape Maintenance

4.a Landscape Maintenance Schedule for a minimum period of 5 years.

4.b Proposals for the replacement of any tree, shrub, or area of surfacing/seeding within the landscaping scheme which dies or in the opinion of the Local Planning Authority becomes seriously damaged or diseased.

5. Schedule for Implementation

6. Other

6.a Existing and proposed functional services above and below ground

6.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 that the proposed development will preserve and enhance the visual amenities of the locality and provide adequate facilities in compliance with policies BE13, BE38 and AM14 Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012) and Policies 5.11 (living walls and roofs) and 5.17 (refuse storage) of the London Plan (March 2016).

SCHEDULE OF CONDITIONS

- 7 . Trees, hedges and shrubs shown to be retained on the approved plan shall not be damaged, uprooted, felled, lopped or topped without the prior written consent of the Local Planning Authority. If any retained tree, hedge or shrub is removed or severely damaged during construction, or is found to be seriously diseased or dying another tree, hedge or shrub shall be planted at the same place or, if planting in the same place would leave the new tree, hedge or shrub susceptible to disease, then the planting should be in a position to be first agreed in writing with the Local Planning Authority and shall be of a size and species to be agreed in writing by the Local Planning Authority and shall be planted in the first planting season following the completion of the development or the occupation of the buildings, whichever is the earlier. 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 should comply with BS 3936 (1992) 'Nursery Stock, Part 1, Specification for Trees and Shrubs' Remedial work should be carried out to BS BS 3998:2010 'Tree work - Recommendations' and BS 4428 (1989) 'Code of Practice for General Landscape Operations (Excluding Hard Surfaces)'. The agreed work shall be completed in the first planting season following the completion of the development or the occupation of the buildings, whichever is the earlier.

REASON

To ensure that the trees and other vegetation continue to make a valuable contribution to the amenity of the area in accordance with policy BE38 Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012) and to comply with Section 197 of the Town and Country Planning Act 1990.

- 8 . All Non Road Mobile Machinery (NRMM) shall meet Stage IIIA of EU Directive 97/68/EC and the development site must be registered online on the NRMM website at <http://nrmm.london/>. Confirmation of registration shall be submitted to the Local Planning Authority before work commences.

REASON

To ensure the development complies with paragraph 124 of the National Planning Policy Framework, Policy 7.14 of the London Plan (March 2016) and Policy EM8 of the Hillingdon Local Plan: Part 1 - Strategic Policies (November 2012).

- 9 . A Construction Management Plan, to include an air quality and dust management plan, in accordance with the Control of Dust and Emissions during Construction and Demolition SPG (GLA) with full implementation of the identified mitigation measures shall be submitted to and approved in writing by the Local Planning Authority.

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

REASON

To ensure the development complies with Policy EM8 of the Hillingdon Local Plan: Part 1, Policy 7.14 of the London Plan (2016) and paragraph 124 of the National Planning Policy Framework.

SCHEDULE OF CONDITIONS

- 10 . Prior to the commencement of development, a Low Emission Strategy, with accompanying air quality action plan, demonstrating the the management, control and reduction of NO₂, PM₁₀ and PM_{2.5} ('the emissions') shall be submitted to and approved in writing by the Local Planning Authority. The action plan shall identify all sources for the emissions and the measures and technology to reduce and manage them. The measures shall include but not limited to:

Vehicular Traffic

Setting targets for, and incentivising the use of, Euro V and Euro VI standards for operational traffic associated with the development. This should include the measures to be taken to take account of future cleaner technologies and standards as appropriate throughout the life of the development;

Travel plan for employees incentivised to ensure the use of sustainable modes of transport;

Provision of rapid electric vehicle charging points with access for the public;

Technology

Use of low emission boilers and energy technology, including low NO_x boilers, that comply with the GLA Sustainable Design and Construction SPD;

Consideration of the use of green infrastructure to ensure the protection of sensitive receptors from pollution emissions associated with the operation of the development;

Emissions

The action plan must include forecasts for the emissions associated with the development and set annual reduction targets.

Monitoring

The action plan must include details for monitoring the vehicular types and recording the percentage of Euro V/5 and Euro VI/6 vehicles as well as progress against the emission reduction targets.

Reporting

The action plan must include details for reporting the results of the monitoring to the Local Authority.

REASON

To ensure the development reduces and manages its air quality impacts in line with Policy EM8 of the Local Plan and 7.14 of the London Plan (March 2016).

- 11 . The premises shall not be used except between:-

07:00 to 23:00 hours, Mondays to Saturdays and 10:00 to 18:00 hours on Sundays, Public and Bank Holidays.

REASON

To safeguard the residential amenity of the occupiers of adjoining and nearby properties in accordance with Policy OE3 Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012).

SCHEDULE OF CONDITIONS

- 12 . There shall be no delivery/servicing vehicles entering the site between:
7.30am - 9.00am and 17:00 - 19:00 on weekdays, and
11.00am - 3.00pm on weekends.

REASON

To minimise vehicular and pedestrian conflict and to safeguard the free flow of traffic on the adjoining highway during the evening peak period in the interests of highway safety, in accordance with Policy AM7(i) of the Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012).

- 13 . The proposed store car park shall achieve Park Mark accreditation before being brought into use.

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 exercising 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 reflect the guidance contained in the Council's SPG on Community Safety By Design and to ensure the development provides a safe and secure environment in accordance with London Plan (2016) Policies 7.1 and 7.3.

- 14 . The store car park shall allow users to have free parking for 90 minutes.

REASON:

To ensure that the car park is available for users of the town centre, in accordance with Policy AM14 of the Hillingdon Local Plan: Part Two - Saved UDP Policies (November 2012).

- 15 . Prior to commencement of development a scheme for the inclusion of measures to promote and support flora and fauna shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall clearly detail measures to promote and enhance wildlife opportunities within the landscaping and the fabric of the building. These shall include bat and bird boxes, habitat walls and a range of plants to encourage and support wildlife. The development must proceed in accordance with the approved scheme.

Reason

To ensure the development contributes to ecological enhancement in accordance with Policy EM7 of the Hillingdon Local Plan: Part One - Strategic Policies (November 2012) and Policy 7.28 of the London Plan (March 2016).

SCHEDULE OF CONDITIONS

- 16 . Prior to commencement, 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

The scheme shall incorporate the whole of the application site and be based upon the strategy set out in 'Flood Risk Assessment' and 'Surface Water Drainage Strategy', produced by PBA dated Nov. 2015 Revision B and demonstrate ways of controlling the surface water on site by providing information on:

a) Suds features:

- i. incorporating sustainable urban drainage in accordance with the hierarchy set out in Policy 5.13 of the London Plan. Where the proposal does not utilise the most sustainable solution, justification must be provided,
- ii. calculations showing storm period and intensity and volume of storage required to control surface water and size of features to control that volume to Greenfield run off rates at a variety of return periods including 1 in 1 year, 1 in 30, 1 in 100, and 1 in 100 plus Climate change,
- iii. overland flooding should be mapped, both designed and exceedance routes above the 100, plus climate change, including flow paths depths and velocities identified as well as any hazards, (safe access and egress must be demonstrated).

b) Receptors:

- i. Capacity demonstrated for Thames Water foul and surface water network, and provide confirmation of any upgrade work required having been implemented and receiving watercourse as appropriate.

c) Minimise water use:

The scheme shall also demonstrate the use of methods to minimise the use of potable water through water collection, reuse and recycling and will:

- i. incorporate water saving measures and equipment.
- ii. provide details of water collection facilities to capture excess rainwater;
- iii. provide details of how rain and grey water will be recycled and reused in the development.

d) Long Term Management and Maintenance of the drainage system:

- i. Provide a management and maintenance plan for the lifetime of the development of arrangements 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.
- ii. Where the maintenance will not be the responsibility of an individual householder, the details of the body legally responsible for the implementation of the management and maintenance plan must be provided.

e) During Construction

- i. How temporary measures will be implemented to ensure no increase in flood risk from commencement of construction.

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

REASON

SCHEDULE OF CONDITIONS

- 16 . To ensure that surface water run off is controlled to ensure the development does not increase the risk of flooding contrary to Policy EM6 Flood Risk Management in Hillingdon Local Plan: Part 1- Strategic Policies (Nov 2012) Policy 5.12 Flood Risk Management of the London Plan (March 2015) and National Planning Policy Framework (March 2012) and the Planning Practice Guidance (March 2014). To be handled as close to its source as possible in compliance with Policy 5.13 Sustainable Drainage of the London Plan (March 2015). To conserve water supplies in accordance with Policy 5.15 Water use and supplies of the London Plan (March 2016). To ensure developments have suitable infrastructure in place to support them and improve water quality in accordance with Policy 5.14 Water quality and wastewater infrastructure, (March 2016).

- 17 . Details of on-site refuse storage (including any open-air storage facilities) for waste material awaiting disposal, including details of any screening, shall be indicated on plans to be submitted to and approved by the Local Planning Authority. Such facilities shall be provided prior to occupation of the development and thereafter permanently retained.

REASON

To ensure that visual amenities are not prejudiced, in accordance with policy OE3 of the Hillingdon Unitary Development Plan Saved Policies (September 2007).

- 18 . No display, placing or storage of goods, materials, plant or equipment shall take place other than within the buildings unless otherwise agreed in writing by the Local Planning Authority.

REASON

In the interests of amenity and to ensure that external areas are retained for the purposes indicated on the approved plans in accordance with Policy OE1 of the Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012).

- 19 . Prior to the commencement of use of the new food store, a trolley trap(s) to prevent shopping trolleys leaving the site shall be implemented and thereafter retained for so long as the development remains in existence.

REASON

To prevent the abandonment of shopping trolleys in the surrounding area and associated anti-social behaviour, to the detriment of Health and Safety and the character and appearance of the area in accordance with Policies BE13 and OE1 of the Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012).

SCHEDULE OF CONDITIONS

- 20 . No floodlighting or other form of external lighting shall be installed unless it is in accordance with details which have previously been submitted to and approved in writing by the Local Planning Authority. Such details shall include location, height, type and direction of light sources and intensity of illumination. Any lighting that is so installed shall not thereafter be altered other than for routine maintenance which does not change its details.

REASON

To safeguard the amenity of surrounding properties in accordance with policies BE13 and OE1 Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012); and

To protect the ecological value of the area in accordance with Policy EC3.

SCHEDULE OF CONDITIONS

- 21 . (i) The development hereby permitted shall not commence until a scheme to deal with contamination has been submitted in accordance with the Supplementary Planning Guidance Document on Land Contamination and approved by the Local Planning Authority (LPA). The scheme shall include all of the following measures unless the LPA dispenses with any such requirement specifically and in writing:
- (a) A desk-top study carried out by a competent person to characterise the site and provide information on the history of the site/surrounding area and to identify and evaluate all potential sources of contamination and impacts on land and water and all other identified receptors relevant to the site;
 - (b) 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
 - (c) A written method statement providing details of the remediation scheme and how the completion of the remedial works will be verified shall be agreed in writing with the LPA prior to commencement, along with details of a watching brief to address undiscovered contamination.
- (ii) If during development works contamination not addressed in the submitted remediation scheme is identified, the updated watching brief shall be submitted and an addendum to the remediation scheme shall be agreed with the LPA prior to implementation; and
- (iii) All works which form part of the remediation scheme shall be completed and a comprehensive verification report shall be submitted to the Council's Environmental Protection Unit before any part of the development is occupied or brought into use unless the LPA dispenses with any such requirement specifically and in writing.
- (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 policy OE11 of the Hillingdon Local Plan: Part Two - Saved UDP Policies (November 2012).

SCHEDULE OF CONDITIONS

- 22 . The building(s) 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 building shall be brought into use 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 reflect the guidance contained in the Council's SPG on Community Safety By Design and to ensure the development provides a safe and secure environment in accordance with London Plan (2016) Policies 7.1 and 7.3.

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 . The decision to GRANT planning permission has been taken having regard to the policies and proposals in the Hillingdon Unitary Development Plan Saved Policies (September 2007) as incorporated into the Hillingdon Local Plan (2012) set out below, including Supplementary Planning Guidance, and to all relevant material considerations, including the London Plan (2015) and national guidance.

NPPF1	NPPF - Delivering sustainable development
NPPF2	NPPF - Ensuring the vitality of town centres
NPPF4	NPPF - Promoting sustainable transport
NPPF7	NPPF - Requiring good design
NPPF10	NPPF - Meeting challenge of climate change flooding costal
NPPF11	NPPF - Conserving & enhancing the natural environment
LPP 2.15	(2015) Town Centres
LPP 4.7	(2015) Retail and town centre development
LPP 4.8	(2015) Supporting a Successful and Diverse Retail Sector and related facilities and services
LPP 5.2	(2015) Minimising Carbon Dioxide Emissions
LPP 5.3	(2015) Sustainable design and construction
LPP 5.7	(2015) Renewable energy
LPP 5.10	(2015) Urban Greening
LPP 5.11	(2015) Green roofs and development site environs
LPP 5.12	(2015) Flood risk management
LPP 5.13	(2015) Sustainable drainage
LPP 5.14	(2015) Water quality and wastewater infrastructure

SCHEDULE OF CONDITIONS

LPP 5.15	(2015) Water use and supplies
LPP 6.3	(2015) Assessing effects of development on transport capacity
LPP 6.5	(2015) Funding Crossrail and other strategically important transport infrastructure
LPP 6.9	(2015) Cycling
LPP 6.10	(2015) Walking
LPP 6.13	(2015) Parking
LPP 6.14	(2015) Freight
LPP 7.1	(2015) Lifetime Neighbourhoods
LPP 7.2	(2015) An inclusive environment
LPP 7.3	(2015) Designing out crime
LPP 7.4	(2015) Local character
LPP 7.5	(2015) Public realm
LPP 7.6	(2015) Architecture
LPP 7.14	(2015) Improving air quality
LPP 7.15	(2015) Reducing noise and managing noise, improving and enhancing the acoustic environment and promoting appropriate soundscapes.
LPP 7.19	(2015) Biodiversity and access to nature
LPP 7.21	(2015) Trees and woodland
LPP 8.2	(2015) Planning obligations
EC2	Nature conservation considerations and ecological assessments
EC5	Retention of ecological features and creation of new habitats
BE13	New development must harmonise with the existing street scene.
BE18	Design considerations - pedestrian security and safety
BE20	Daylight and sunlight considerations.
BE21	Siting, bulk and proximity of new buildings/extensions.
BE24	Requires new development to ensure adequate levels of privacy to neighbours.
BE26	Town centres - design, layout and landscaping of new buildings
BE38	Retention of topographical and landscape features and provision of new planting and landscaping in development proposals.
OE1	Protection of the character and amenities of surrounding properties and the local area
OE3	Buildings or uses likely to cause noise annoyance - mitigation measures
OE8	Development likely to result in increased flood risk due to additional surface water run-off - requirement for attenuation measures
R16	Accessibility for elderly people, people with disabilities, women and

SCHEDULE OF CONDITIONS

	children
R17	Use of planning obligations to supplement the provision of recreation, leisure and community facilities
AM1	Developments which serve or draw upon more than a walking distance based catchment area - public transport accessibility and capacity considerations
AM2	Development proposals - assessment of traffic generation, impact on congestion and public transport availability and capacity
AM7	Consideration of traffic generated by proposed developments.
AM9	Provision of cycle routes, consideration of cyclists' needs in design of highway improvement schemes, provision of cycle parking facilities
AM13	AM13 Increasing the ease of movement for frail and elderly people and people with disabilities in development schemes through (where appropriate): - (i) Dial-a-ride and mobility bus services (ii) Shopmobility schemes (iii) Convenient parking spaces (iv) Design of road, footway, parking and pedestrian and street furniture schemes
AM14	New development and car parking standards.
AM15	Provision of reserved parking spaces for disabled persons
LDF-AH	Accessible Hillingdon , Local Development Framework, Supplementary Planning Document, adopted January 2010
SPD-NO	Noise Supplementary Planning Document, adopted April 2006
SPD-PO	Planning Obligations Supplementary Planning Document, adopted July 2008
SPG-AQ	Air Quality Supplementary Planning Guidance, adopted May 2002
SPG-CS	Community Safety by Design, Supplementary Planning Guidance, adopted July 2004

- 3 . Nuisance from demolition and construction works is subject to control under The Control of Pollution Act 1974, the Clean Air Acts and other related legislation. In particular, you should ensure that the following are complied with:-

A. Demolition and construction works which are audible at the site boundary shall only be carried out between the hours of 08.00 and 18.00 hours Monday to Friday and between the hours of 08.00 hours and 13.00 hours on Saturday. No works shall be carried out on Sundays, Bank or Public Holidays.

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

C. Dust emissions shall be controlled in compliance with the Mayor of London's Best Practice Guidance 'The Control of dust and emissions from construction and demolition.

SCHEDULE OF CONDITIONS

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.

- 4 . Induction loops should be specified to comply with BS 7594 and BS EN 60118-4, and a term contract planned for their maintenance.
- 5 . Care must be taken to ensure that overspill and/or other interference from induction loops in different/adjacent areas does not occur.
- 6 . Flashing beacons/strobe lights linked to the fire alarm should be carefully selected to ensure they remain within the technical thresholds not to adversely affect people with epilepsy.

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.: 1942/APP/2015/4127

SCHEDULE OF PLANS

13624/T/01-02 - received 06 Nov 2015
13624/T/02-02 - received 06 Nov 2015
3176 402 Rev. P - received 06 Nov 2015
3176 404 Rev. F - received 06 Nov 2015
Design and Access Statement - received 06 Nov 2015
Noise & Acoustic Report for BREEAM 2011 - received 06 Nov 2015
Environmental Noise Report - received 06 Nov 2015
Traffic Survey Data Sheets - received 06 Jan 2016
Transport Assessment - received 10 Nov 2015
Flood Risk Assessment - received 10 Nov 2015
Land Management and Maintenance Plan - received 10 Nov 2015
Arboricultural Impact Assessment Report - received 10 Nov 2015
Revised Arboricultural Method Statement - received 10 Nov 2015
Sustainability and Energy Statement - received 10 Nov 2015
Preliminary Ecological Appraisal - received 06 Nov 2015
Planning Statement - received 06 Nov 2015
Statement of Community Involvement - received 06 Nov 2015
15/0302/ARC01 - received 21 Dec 2015
Carpark Ltg Proposal Report, Rev. E - received 06 Nov 2015
Soft Landscape Management and Maintenance Plan, Revision E - received 18 Feb 2016
Soft Landscape Specification, Revision B - received 18 Feb 2016
Tree Works Report, dated 19/2/16 - received 22 Feb 2016
3176/407 Rev. Q (1:500 Scale) - received 16 Sep 2016
Draft Travel Plan - received 06 Nov 2015
Geo-Environmental Ground Investigation Report - received 06 Nov 2015
Carpark Lighting Plan, Rev. E - received 06 Nov 2015
Air Quality Assessment - received 11 Mar 2016
Noise Impact Assessment, March 2016 - received 15 Mar 2016
Proposed Lidl Foodstore Impact Assessment, dated 19/1/16 - received 26 Jan 2016

Response to Highway Officer Comments, January 2016 - received 26 Jan 2016
Impact Assessment Report, dated 5/8/16 - received 08 Sep 2016
Addendum Transport Assessment - received 08 Sep 2016
Landscape Specification Revision A, October 2015 - received 10 Nov 2015
3176/407 Rev. Q (1:1000 Scale) - received 16 Sep 2016
3176/401 Rev. A - received 16 Sep 2016
Air Quality Assessment, dated 28/7/16 - received 15 Sep 2016
16/0403/TK02 Rev. A - received 14 Apr 2016
LIDL18911-11 Rev. T - received 14 Apr 2016
3176/406 Rev. B - received 14 Apr 2016
3176/405 Rev. K - received 14 Apr 2016
3176/403 Rev. P - received 14 Apr 2016
3176/410 Rev. C - received 01 Jul 2016
3176/412 Rev. B - received 01 Jul 2016
3176/411 Rev. D - received 01 Jul 2016

Annex 4
Highway Works Plan

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



DAClarson

MEMBER OF
THE COUNCIL

AUTHORISED OFFICER

Executed as a Deed by
LIDL UK GMBH

Acting by:-

DIRECTOR

DIRECTOR/SECRETARY