

DATED

2023

26 July

BPT (NORTHWOOD HILLS) LIMITED
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
UNITS 2 - 6, 8 - 12, 18-20, 22 and 30
Rye/field Crescent

PLANNING APPLICATION NUMBER
20331/AP/2023/564

Planning & Corporate Team
London Borough of Hillingdon
Civic Centre, High Street
Uxbridge, Middlesex
Ref: 3E/04/022100

THIS PLANNING OBLIGATION BY DEED is dated
and is made BETWEEN:

26 July

2023

1. **BPT (NORTHWOOD HILLS) LIMITED** (Co. Regn. No. 3744646) of Ground Floor, 30
City Road, London EC1Y 2AB ("the Owner"),

2. **THE LONDON BOROUGH OF HILLINGDON** of the Civic Centre, High Street, Uxbridge,
Middlesex UB8 3UW ("the Council"),

A The Council is the Local Planning Authority for the purposes of the Act in respect of
the Site and by whom the obligations in this Agreement are enforceable.

B The Owner has a freehold interest in the Site registered under Title No AGL51606
at the Land Registry

C Bankway Properties Limited submitted the Planning Application to the Council for
permission to develop the Site for the purposes and in the manner described in the
Planning Application.

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

E The Council has delegated authority to determine the Planning Application to the
Director of Planning Regeneration and Public Realm subject to the prior completion
of this Agreement.

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

THIS DEED WITNESSES AS FOLLOWS:-

OPERATIVE PROVISIONS

1 INTERPRETATION

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

"1980 Act"	Highways Act 1980 (as amended);
"1990 Act"	Town and Country Planning Act 1990 (as amended);
"Agreement"	This Deed relating to the development of land at [redacted] to secure the infrastructure required pursuant to the Planning Permission
"Commencement of Development"	carrying out in relation to the Development of any material operation (as defined within section 56(4) of the 1990 Act) on the Site pursuant to the Planning Permission but (for the purposes of this Agreement) excluding operations consisting of: <ul style="list-style-type: none"> - site clearance; - demolition (provided always that such works do not relate to any listed building within the Site); - archaeological investigations and works; - ground investigations; - site survey works; - temporary access construction works; - preparatory or remediation works; - works for the laying termination or diversion of services; - the erection of any temporary means of enclosure or site notices; - decontamination works; - erection of any fences and hoardings around the Site; and - environmental site investigations, and Commence and Commenced shall be construed accordingly;
"Development"	the development of the Site pursuant to the Planning Permission;
"Dwelling"	each of the 15 residential units to be provided as part of the Development
"Form PO1"	the form in the substantial format attached at Annex 1;
"Land"	the land subject to the Planning Application and shown on the attached Plan
"Occupier"	an individual occupier of a unit of accommodation approved pursuant to the Planning Application and occupier shall be construed accordingly;
"Parking Permit"	a resident's parking permit issued by the Council (which for the avoidance of doubt

	does not include a disabled person's badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970 as amended)
"Plan "	the plan attached to this Agreement at Annex 2.
"Planning Application"	the application for change of use of the building from Class B1a (Class E) to 15 residential units (1 x studio, 10 x 1-bedroom and 4 x 2-bedroom units) (Class C3) (Application for Prior Approval under Schedule 2, Part 3, Class MA of the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended)
"Planning Permission"	the planning permission approved pursuant to the Planning Application a copy of which is appended to this Agreement at Annex 3
"Planning Reference"	planning reference 20331/APP/2023/564
"Site"	the Land known as Units 2 - 6, 8 - 12, 18-20, 22 and 30 Ryefield Crescent and shown for identification purposes only edged red on the Plan,
"VAT"	value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax;
"Working Day"	any day except Saturday, Sunday and any bank or public holiday and Working Days shall be construed accordingly.

1.2 In this Agreement:

1.2.1 the clause headings do not affect its interpretation;

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

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

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

- 1.2.5 the headings in this Agreement are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;
- 1.2.6 unless otherwise indicated, references to clauses and Schedules are to clauses of and Schedules to this Agreement and references in a Schedule to a Part or paragraph are to a Part or paragraph of that Schedule;
- 1.2.7 where the agreement, approval, consent or an expression of satisfaction is required by the Owner under the terms of this Agreement from the Council that agreement, approval, consent or satisfaction shall be given in writing and shall not be unreasonably withheld or delayed;
- 1.2.8 references to any statute or statutory provision include references to:
- 1.2.8.1 all Acts of Parliament and all other legislation having legal effect in the United Kingdom as directly or indirectly amended, consolidated, extended, replaced or re-enacted by subsequent legislation; and
- 1.2.8.2 any orders, regulations, instruments or other subordinate legislation made under that statute or statutory provision;
- 1.2.9 references to the Site include any part of it;
- 1.2.10 references to any party in this Agreement include the successors in title of that party and any person deriving title through or under that party. In addition, references to the Council include any successor local planning authority exercising planning powers under the 1990 Act or any successor local highway authority exercising powers under the 1980 Act;
- 1.2.11 "including" means "including, without limitation";
- 1.2.12 any covenant by the Owner not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing;
- 1.2.13 without prejudice to the terms of any other provision contained in this Agreement the Owner shall pay all costs, charges and expenses (including without prejudice to legal costs and Surveyor's fees) reasonably incurred by the Council for the purpose of or incidental to the enforcement of any right or power of the Council or any obligation of the Owner arising under this Agreement;
- 1.2.14 where two or more people form a party to this Agreement, the obligations they undertake may be enforced against them jointly or against each of them individually; and
- 1.2.15 if any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of the Agreement is to be unaffected.

2

LEGAL BASIS

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

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

3

CONDITIONALITY

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

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

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

4

MISCELLANEOUS

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

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

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

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

4.5 Unless expressly agreed otherwise in this Agreement, the covenants in this Agreement shall be enforceable without any limit of time against the Owner and any

successors in title to the Site and assigns of the Owner in an interest or estate to the Site or any part or parts of the Site as if that person had also been an original covenanting party in respect of the interest or estate for the time being held by that person.

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

- 4.7 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission is quashed or revoked or otherwise withdrawn or (without the consent of the Owner or their successors in title) is modified by any statutory procedure or expires prior to Commencement of Development.

- 4.8 Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.

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

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

5 THE OWNER'S PLANNING OBLIGATIONS

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

6 COSTS

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

7 REGISTRATION OF AGREEMENT

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

8. ARBITRATION

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

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

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

8.1.3 the costs of the arbitration shall be payable by the parties in the proportions determined by the arbitrator (or if the arbitrator makes no direction, then equally); and

8.1.4 the seat of the arbitration shall be London

9. THIRD PARTIES

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

10. NOTICES

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

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

- a) Deputy Director of Planning and Regeneration, 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 its registered office current at the time of the notice.

11. 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 Planning Obligations, 3 North, London Borough of Hillingdon, High Street Uxbridge UB8 1UW or by email to cpl@hillingdon.gov.uk and shall cite the Planning Reference

12. 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 Agreement 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.

13. VAT

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

13.2 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.

14. JURISDICTION

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

15. SECTION 73 CONSENT

If the Council agrees following an application under section 73 of the Act to vary or release any condition contained in the Planning Permission or if any condition is varied or released following an appeal under section 78 of the Act the covenants or provisions of this Agreement shall be deemed to bind the varied permission and to apply in equal terms to the new planning permission unless the Council in determining the application for the new planning permission indicate that consequential amendments are required to this Agreement to reflect the impact of the section 73 application, when a separate deed under section 106 of the Act will be required or secure relevant planning obligations relating to the new permission.

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

SCHEDULE 1

RESIDENTIAL PARKING PERMITS

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

- 1 Upon completion of this Agreement not to apply to the Council for a Parking Permit in respect of any Dwelling nor to knowingly permit any owner or occupier of any Dwelling to apply to the Council for a Parking Permit and if such a permit is issued to any Owner in respect of any Dwelling the said Owner shall surrender the same to the Council within seven (7) days of written demand.
- 2 That all material used for advertising or marketing the Dwelling for letting or sale will notify prospective owners and occupiers that they will not be entitled to apply for a Parking Permit.
- 3 That every freehold transfer or lease granted, assigned, transferred or otherwise provided for each 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. 1] 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 [plot No.] to the London Borough of Hillingdon for a parking permit (save for the display of badges on motor vehicles used by disabled persons issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970 as amended) and if such a permit is issued then it shall be surrendered within seven (7) days of written request to do so from the Council and this covenant shall also be enforceable by the Council under the Contracts (Rights of Third Parties) Act 1999, section 1"

ANNEX 1
FORM PO1

TO: PLANNING OBLIGATIONS
PLANNING AND REGENERATION
LONDON BOROUGH OF HILLINGDON

3N CIVIC CENTRE
HIGH STREET UXBRIDGE

MIDDLESEX UB8 1UW

EMAIL: cll@hillingdon.gov.uk

SECTION 106/278 LEGAL AGREEMENT

SITE ADDRESS:

FORM PO1

PLANNING REFERENCE:

DESCRIPTION OF DEVELOPMENT:

DATE OF COMMITTEE AUTHORISATION:

SECTION 106 OBLIGATIONS:

DATE OF COMMENCEMENT OF DEVELOPMENT:

(i) NOTIFIED TO THE COUNCIL:

(ii) SUBMITTED TO THE COUNCIL WITH THIS FORM:

NB: Please continue of separate sheet(s) if necessary.
TICK BOX IF THIS FORM IS TO CONSTITUTE THE "FIRST NOTICE"
UNDER THE SECTION 278 HIGHWAY 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 (COMPUTED SUM) _____

INTEREST BEARING ACCOUNT FOR BENEFIT OF OBLIGATIONS YES/NO _____

ANNEX 2
PLAN

signed by *E. J. Cough*
 on behalf of WPC Registrars Ltd, a director of the company

Ben Jones
 MEMBER OF
 THE COUNCIL
 AUTHORIZED
 OFFICER

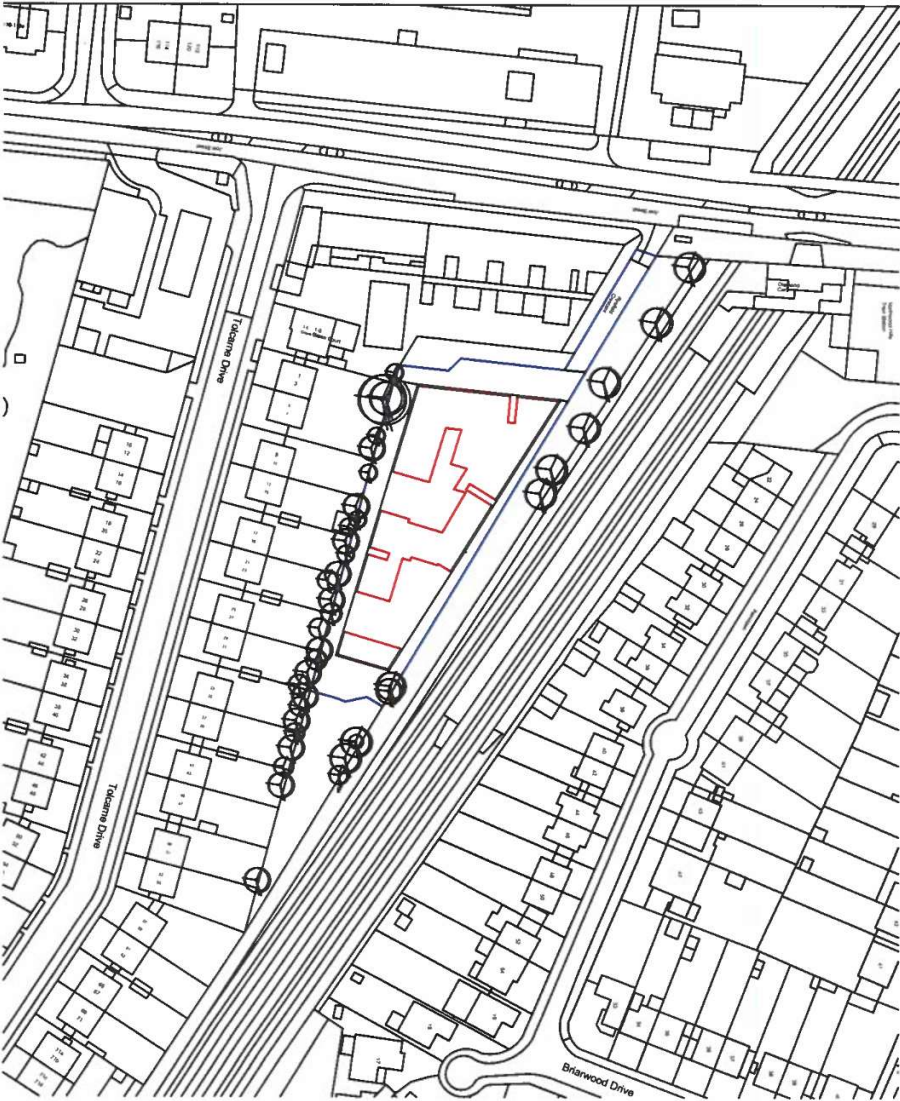
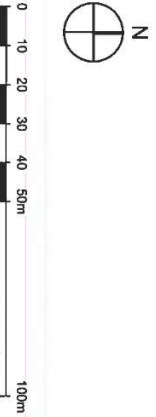
Key:
 — Ownership Boundary
 — Development Boundary



Project: A development at Hawthorne Court,
 Northwood Hills
 Status: Planning
 Client: Banbury Properties Ltd
 Sheet title: Site Location Plan 2
 Scale: 1:1250@A3
 Date: 17/01/2023
 Drawn: VTO
 Checked: _____

Ref: 101-173/(P)014A

Wardle & Sheppard, 71 Burgess Road, Thame, Oxfordshire, OX9 1BN. Tel: 01235 340100
 Fax: 01235 340101. Email: info@wardleandsheppard.co.uk
 All drawings are to be checked for accuracy by the user of the drawings for compliance
 with the relevant planning and building regulations and the user of the drawings is
 responsible for ensuring that all necessary permissions are obtained for the proposed
 development. Wardle & Sheppard is not responsible for any errors or omissions in the
 drawings or for any consequences arising from the use of the drawings.



ANNEX 3
DRAFT PLANNING PERMISSION

DRAFT

Jacqueline Jackson
Marrons Planning
Two Cotton Square
Leicester
LE1 1QH

Application Ref: 20331/APP/2023/564

TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)

GRANT OF PLANNING PERMISSION

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

Description of development:

Change of use of the building from Class B1a (Class E) to 15 residential units (1 x studio, 10 x 1-bedroom and 4 x 2-bedroom units) (Class C3) (Application for Prior Approval under Schedule 2, Part 3, Class MA of the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended).

Location of development: Units 2-6, 8-12, 18-20, 22 & 30 Ryefield Crescent Northwood

Date of application: 29th March 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 informatives included in the Schedule of Conditions.

(ii) Should you wish to appeal against any of the conditions please read the attached sheet which explains the procedure.

(iii) This decision does not convey any approval or consent which may be required under any by-laws, building regulations or under any Act other than the Town and Country Planning Act 1990 (as amended).

DRAFT

TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)

GRANT OF PLANNING PERMISSION

Application Ref: 20331/AP/P/2023/564

SCHEDULE OF CONDITIONS

- 1 Prior approval is granted under the provisions of Article 3, Schedule 2, Part 3, Class MA of the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended) (GPDO) for the change of use of commercial space (Class E) to form 15 flats at Units 2 - 6, 8 - 12, 22 and 30 Ryefield Crescent, Northwood HA6 1LT in accordance with the details submitted pursuant to Schedule 2, Part 3, Class MA of the GPDO, and subject to the following conditions.
- 2 The development hereby permitted must be completed within a period of 3 years starting with the prior approval date.

REASON

To comply with Condition MA.2. (5), Class MA, Part 3, Schedule 2 of The Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended).

- 3 The building hereby permitted to be used as dwellings by virtue of Class MA is to remain in use as dwellings within the meaning of Class C3 of Schedule 1 to the Use Classes Order and for no other purpose, except to the extent that the other purpose is ancillary to the use as a dwellinghouse.

REASON

To comply with Condition MA.2. (6), Class MA, Part 3, Schedule 2 of The Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended).

- 4 Prior to first occupation of the development hereby permitted, full details of the storage facilities for 36 cycles shall be submitted to and approved in writing by the Local Planning Authority. The details shall include information in relation to location, dimensions, external finishes and design of the cycle racks. The facilities shall be provided in accordance with the approved details prior to first occupation and thereafter retained as approved.

REASON

To comply with Condition MA.2. (2)(a), Class MA, Part 3, Schedule 2 of The Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended), Policy T5 of the London Plan (2021) and Policies DMT5 of the Hillingdon Local Plan: Part 2 - Development Management Policies (2020).

- 5 (i) The development hereby permitted (excluding demolition, site clearance and site investigation works) shall not commence until a scheme to deal with any unacceptable concentrations of contamination, (including any asbestos materials that may be detected within the soil), has been submitted to and approved by the Local Planning Authority (LPA). All works which form part of any required remediation scheme shall be completed before any part of the development is occupied or brought into use unless the Local Planning Authority dispenses with any such requirement specifically and in writing. The scheme shall include the following measures unless the LPA dispenses with any such requirement specifically and in writing:

(a) A site investigation, including where relevant soil, soil gas, surface water 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

(b) 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 the details of a watching brief to address undiscovered contamination. No deviation shall be made from this scheme without the express agreement of the LPA prior to its implementation.

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

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

(iv) No contaminated soils or other materials shall be imported to the site. All imported soils for landscaping and/or engineering 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 factual results and interpretive reports of this testing shall be submitted to and approved in writing by the Local Planning Authority.

REASON

To comply with Condition MA.2.(2)(b), Class MA, Part 3, Schedule 2 of The Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended) and Policies DMEI 11 and DMEI 12 of the Hillingdon Local Plan: Part 2 - Development Management Policies (2020).

For the lifetime of the development hereby permitted the noise level shall not exceed 35 dB LAeq 16 hrs 0700-2300 and 30 dB LAeq 1 hr, for any one-hour period between 2300 and 0700, measured inside any room of any permitted dwelling having regard to the guidance set out in British Standard 8233: 2014 whilst achieving acceptable internal living conditions with respect to ventilation and temperature.

REASON

To comply with Condition MA.2.(2)(d) Class MA, Part 3, Schedule 2 of The Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended) and Policy D11 of the London Plan (2021).

The residential units hereby approved shall not be occupied until a Parking Allocation Scheme has been submitted to, and approved in writing by, the Local Planning Authority. The scheme, as a minimum, shall include a requirement that all on-site car parking shall be allocated and dedicated for the ground floor users of the block and shall remain allocated and dedicated in such a manner for the life-time of the development.

REASON

To comply with Condition MA.2.(2)(a), Class MA, Part 3, Schedule 2 of The Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended), Policies DMHB 11 and DMT 6 of the Hillingdon Local Plan Part Two 2 (2020) and Policy T6 of the London Plan (2021).

The residential units hereby approved shall not be occupied until a plan showing the provision of a disabled parking space has been submitted to and approved by the Local Planning Authority.

The space shall be retained for the life-time of the development.

REASON
To comply with Condition MA.2.(2)(a), Class MA, Part 3, Schedule 2 of The Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended) and Policy T6.1 of the London Plan (2021).

9 The residential units hereby approved shall not be occupied until a minimum 20% of the parking spaces (ie. 2 spaces) have been provided with 'active' Electric Vehicle Charging Points with all remaining spaces (ie. 8 spaces) being provided with 'passive' provision.

REASON
To comply with Condition MA.2.(2)(a), Class MA, Part 3, Schedule 2 of The Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended) and Policy T6.1 of the London Plan (2021).

10 Notwithstanding the details shown on DnW. No. 101-173/(P)0114, full design details of the refuse and recycling storage areas to include information in relation to location, internal dimensions, external finishes, access and design and the arrangements for waste collection, including their servicing by refuse vehicles which shall not exceed a maximum collection distance of 10m (i.e. the distance from a refuse vehicle to the point of collection), shall be submitted to and approved by the Local Planning Authority. The facilities shall be provided in accordance with the approved details prior to first occupation and thereafter retained as approved.

REASON

To comply with Condition MA.2.(2)(a), Class MA, Part 3, Schedule 2 of The Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended) and Policy DMHB 11 of the Hillingdon Local Plan: Part 2 - Development Management Policies (2020).

11 Prior to development commencing, the applicant shall submit a Construction Management Plan (CMP) to the Local Planning Authority for its approval. The plan shall detail:

- (i) The phasing of development works
- (ii) The hours during which development works will occur (please refer to informative 15 for maximum permitted working hours).
- (iii) A programme to demonstrate that the most valuable or potentially contaminating materials and fittings can be removed safely and intact for later re-use or processing.
- (iv) Measures to prevent mud and dirt tracking onto footways and adjoining roads (including wheel washing facilities).
- (v) Traffic management and access arrangements (vehicular and pedestrian) and parking provisions for contractors during the development process (including measures to reduce the numbers of construction vehicles accessing the site during peak hours).
- (vi) Measures to reduce the impact of the development on local air quality and dust through minimising emissions throughout the demolition and construction process.
- (vii) The storage of demolition/construction materials on site.

The approved details shall be implemented and maintained throughout the duration of the demolition and construction process.

REASON

To comply with Condition MA.2.(2)(a), Class MA, Part 3, Schedule 2 of The Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended), Policy EM8 of the Hillingdon Local Plan: Part One - Strategic Policies (November 2012) and Policies DME1 14 and DMT 2 of the Hillingdon Local Plan: Part Two - Development Management Policies (January 2020).

END OF SCHEDULE

Address:
Development Management
Directorate of Place
Hillingdon Council
3 North, Civic Centre, High Street, Uxbridge UB8 1UW
www.hillingdon.gov.uk

GRANT OF PLANNING PERMISSION

Application Ref: 20331/AP/2023/564

SCHEDULE OF PLANS

101-173/(P)014A - received 07 Jun 2023
101-173/(P)010A - received 28 Feb 2023
Noise Assessment, January 2023 - received 28 Feb 2023
101-173/(P)013 B - received 28 Feb 2023
101-173/(P)011 J - received 07 Jun 2023
Transport Note, Rev. C, February 2023 - received 28 Feb 2023
Cover Letter dated 21/2/23 - received 28 Feb 2023
Daylight and Sunlight Report, Proposed Accommodation dated 17/2/23 - received 28 Feb 2023
Phase 1 Land Contamination Risk Assessment, December 2022 - received 28 Feb 2023
Agent's email dated 12.7.23 re. occupancy - received 12 Jul 2023

RIGHTS OF APPLICANTS AGGRIEVED BY DECISION OF LOCAL PLANNING AUTHORITY

TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)

Appeals to the Secretary of State

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

Purchase Notices.

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

THE COMMON SEAL of the

**MAYOR AND BURGESSSES OF THE
LONDON BOROUGH OF HILLINGDON**

was duly affixed to this Agreement
in the presence of:-



EXECUTED as a
DEED by
BPT (NORTHWOOD
HILLS) LIMITED
acting by:-

Director:

signed by *E.J. Long*
on behalf of WPC Registrars Ltd, a director of the company

In the presence of:

Witness Signature:

Witness Name:

Witness Address:

William Bennett
Haskell House
152 West End Lane
London
NW6 1SD

Witness Occupation:

Company Secretary

