

# W.E. Black Ltd

Hawridge Place, Hawridge, Chesham, Bucks HP5 2ZD

**Building Contractors and Developers**

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[donna@cantaygroup.com](mailto:donna@cantaygroup.com)

Kanayo Chianakwalam  
Legal services  
London Borough of Hillingdon  
3E/04 Civic Centre,  
High Street  
Uxbridge  
UB8 1UW

RECEIVED IN  
LEGAL SERVICES

27 JUN 2024

26 June 2024

By Next Day Delivery

LONDON BOROUGH  
OF HILLINGDON

Dear Sirs

**Application Reference: 20978/APP/2023/3002**  
**Site: Land at Blackmore Way, Bawtree Road, Uxbridge**

Further to the above I enclose an original completed hard copy of the unilateral undertaking dated 26 June 2024 and given to The London Borough of Hillingdon by WE Black Limited.

A certified copy of the same has been sent to you by email.

I await confirmation of your final fees and a bank details in order to discharge the requirements of clause 6.1 of the UU.

Yours sincerely,



Donna Mattfield

In-house solicitor for WE Black Ltd, Cantay Estates Ltd &  
Hawridge Properties Ltd.

W.E. BLACK L<sup>td</sup>

*BUILDERS OF QUALITY HOMES SINCE 1919*

Directors - E.J.S.Gadsden - S.L Gadsden - J.E. Long - J.I. Lyon  
Registered office as above. Registered in England Number 425267



DATED

26

June

2024

**W. E. BLACK LIMITED**

to

**THE LONDON BOROUGH OF HILLINGDON**

**PLANNING OBLIGATION BY WAY OF UNILATERAL UNDERTAKING PURSUANT  
TO SECTION 106**

**OF THE TOWN AND COUNTRY PLANNING ACT 1990 AND ASSOCIATED  
POWERS**

**RELATING TO THE DEVELOPMENT OF LAND AT**

**Land at Blackmore Way, Bawtree Road, Uxbridge**

**PLANNING APPLICATION NUMBER: 20978/APP/2023/3002**

Planning & Corporate Team  
London Borough of Hillingdon  
Civic Centre, High Street  
Uxbridge, Middlesex  
Ref: 3E/04/KC/023597

**THIS PLANNING OBLIGATION BY DEED** is dated 26 June 2024

and is given **BY**:

1. **W. E. BLACK LIMITED** (company number: 00425267) a company incorporated in England and Wales whose registered office is situated at Hawridge Place Hawridge Common, Hawridge, Chesham, Buckinghamshire, HP5 2ZD ("the Owner");

**TO**

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

### **BACKGROUND**

- A The Council is the local planning authority for the purposes of the Act in respect of the Land and by whom the obligations in this Agreement are enforceable.
- B The Owner has a freehold interest in the Land registered under Title No. AGL28303 at the Land Registry.
- C On 16 October 2023, the Owner submitted the Planning Application to the Council for permission to develop the Site for the purposes and in the manner described in the Planning Application.
- D The Owner intends to develop the Site pursuant to the Planning Permission.
- E 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 Owner is willing to give this Unilateral Undertaking.

## **THIS DEED WITNESSES AS FOLLOWS:-**

### **OPERATIVE PROVISIONS**

#### **1 INTERPRETATION**

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

<b>"1980 Act"</b>	means the Highways Act 1980 (as amended);
<b>"1990 Act"</b>	means the Town and Country Planning Act 1990 (as amended);
<b>"Authority's Area"</b>	means the administrative area of the Council;
<b>"Commencement of Development"</b>	<p>means the carrying out in relation to the Development of any material operation (as defined within section 56(4) of the 1990 Act) on the Site pursuant to the Planning Permission but (for the purposes of this Unilateral Undertaking) excluding operations consisting of:</p> <ul style="list-style-type: none"><li>- site clearance;</li><li>- demolition (provided always that such works do not relate to any listed building within the Site);</li><li>- archaeological investigations and works;</li><li>- ground investigations;</li><li>- site survey works;</li><li>- temporary access construction works;</li><li>- preparatory or remediation works;</li><li>- works for the laying termination or diversion of services;</li><li>- the erection of any temporary means of enclosure or site notices;</li><li>- decontamination works;</li><li>- erection of any fences and hoardings around the Site; and</li><li>- environmental site investigations,</li></ul>

	and <b>Commence</b> and <b>Commenced</b> shall be construed accordingly;
<b>“Director of Planning, Regeneration and Public Realm”</b>	means the Council’s Director of Planning, Regeneration and Public Realm such person as the Council designates as undertaking this role;
<b>“Development”</b>	means the development of the Site pursuant to the Planning Permission;
<b>“Form PO1”</b>	means the form in the substantial format attached at <b>Appendix 1</b> ;
<b>“Occupied”</b>	means occupation for any purpose for which Planning Permission has been granted but not including occupation by personnel engaged in the construction, fitting out or occupation for marketing or display purposes and for security purposes and <b>Occupation</b> and <b>Occupy</b> shall be construed accordingly;
<b>“Parking Permit”</b>	means a resident’s parking permit issued by the Council (which for the avoidance of doubt does not include a disabled person’s badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970 as amended);
<b>“Plan”</b>	means the plan attached to this Unilateral Undertaking at <b>Appendix 2</b> ;
<b>“Planning Application”</b>	means the application for planning permission for “Demolition of existing garages and construction of block of 2 storey flats containing 4 x 2-bed and 2 x 1-bed dwellings” under the Council’s reference number 20978/APP/2023/3002;
<b>“Planning Obligations Officer”</b>	means the Council’s Planning Obligations Officer or such person as the Council designates as undertaking this role;

<b>"Planning Permission"</b>	means the planning permission that may be granted in pursuance of the Planning Application substantially in the form draft permission at <b>Appendix 3</b> ;
<b>"Planning Reference"</b>	means planning reference 20978/APP/2023/3002
<b>"Site"</b>	means the property known as at Blackmore Way, Bawtree Road, Uxbridge shown for identification purposes only edged red on <b>Plan 1</b> ;
<b>"VAT"</b>	means value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax; and
<b>"Working Day"</b>	means any day except Saturday, Sunday and any bank or public holiday and <b>Working Days</b> shall be construed accordingly.

## 1.2 In this Unilateral Undertaking:

- 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 Unilateral Undertaking are inserted for convenience only and shall not affect the construction or interpretation of this Unilateral Undertaking;

- 1.2.6 unless otherwise indicated, references to clauses and Schedules are to clauses of and Schedules to this Unilateral Undertaking and references in a Schedule to a Part or paragraph are to a Part of paragraph of that Schedule;
- 1.2.7 where the agreement, approval, consent or an expression of satisfaction is required by the Owner under the terms of this Unilateral Undertaking 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 Unilateral Undertaking 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 Unilateral Undertaking 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 Unilateral Undertaking;
- 1.2.14 where two or more people form a party to this Unilateral Undertaking, 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 Unilateral Undertaking is to be unaffected.



## **2     LEGAL BASIS**

- 2.1     This Unilateral Undertaking 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 Unilateral Undertaking 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 Unilateral Undertaking 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 the Security Trustee and their successors in title to the Site.

## **3     CONDITIONALITY**

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

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

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

## **4     MISCELLANEOUS**

- 4.1     Nothing contained or implied in this Unilateral Undertaking 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 given this Unilateral Undertaking.
- 4.2     Nothing in this Unilateral Undertaking 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 Unilateral Undertaking, 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 Unilateral Undertaking 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 Unilateral Undertaking shall be construed as a grant of planning permission.
- 4.5 Unless expressly agreed otherwise in this Unilateral Undertaking, the covenants in this Unilateral Undertaking 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 Unilateral Undertaking 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 Unilateral Undertaking 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 Unilateral Undertaking 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 Unilateral Undertaking 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 Unilateral Undertaking.
- 4.9 In the event that the planning obligations contained in this Unilateral Undertaking being modified a note or memorandum thereof shall be endorsed upon this Unilateral Undertaking.
- 4.10 The Unilateral Undertaking 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 Unilateral Undertaking and the Schedules hereto.

## **6 COSTS**

- 6.1 The Owner hereby covenants with the Council that on completion of this Unilateral Undertaking 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 Unilateral Undertaking.

## **7 REGISTRATION OF UNILATERAL UNDERTAKING**

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

## **8 RIGHT OF ACCESS**

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

## **9. ARBITRATION**

- 9.1 Any dispute, controversy or claim arising out of or relating to this Unilateral Undertaking, including any question regarding its breach, existence, validity or termination or legal relationship established by this Unilateral Undertaking shall be finally resolved by arbitration in accordance with the Arbitration Act 1996. It is agreed that:
- 9.1.1 the tribunal shall consist of one other arbitrator appointed jointly by the Owner and the Council ( the Parties);
- 9.1.2 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;
- 9.1.3 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
- 9.1.4 the seat of the arbitration shall be London

## **10. THIRD PARTIES**

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

**11. NOTICES**

- 11.1 All notices served under or in connection with this Unilateral Undertaking shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party;
- 11.2 Any notice to be served under or in connection with this Unilateral Undertaking shall be sent to the:
- a) Director of Planning, Regeneration and Public Realm, London Borough of Hillingdon, Civic Centre, High Street, Uxbridge, Middlesex, UB8 1UW and shall cite the Planning Reference for this Unilateral Undertaking; and
  - b) The Owner at the address given above or to such other address as the Owner may notify the Council from time to time.

**12. FORM PO1**

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

**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 Unilateral Undertaking have been discharged (such notice to give details of the transferee's full

name and registered office) together with the area of the Land or unit of occupation purchased by reference to a plan and the Section 106 Reference.

#### **14. JURISDICTION**

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

This document 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 Unilateral Undertaking not to apply to the Council for a Parking Permit in respect of any Dwelling nor to knowingly permit any owner or occupier of the Dwelling to apply to the Council for a Parking Permit and if such a permit is issued in respect of the Dwelling it shall be surrendered to the Council within seven (7) days of written demand;
- 2 That all material used for advertising or marketing the Dwellings for letting or sale will notify prospective owners and occupiers that they will not be entitled to apply for a Parking Permit.
- 3 That in respect of every freehold transfer or lease granted, assigned, transferred or otherwise provided in respect of the Dwelling the following covenant shall be imposed (or a covenant of substantially the same nature in respect of any tenancy agreement licence or other instrument entitling Occupation of the Dwelling):

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

**APPENDIX 1**  
**FORM PO1**

**TO: HEAD OF PLANNING AND ENFORCEMENT**

**RESIDENTS SERVICES**

**LONDON BOROUGH OF HILLINGDON**

**3N CIVIC CENTRE**

**HIGH STREET UXBRIDGE**

**MIDDLESEX UB8 1UW**

**SECTION 106/278 LEGAL AGREEMENT**

**SITE ADDRESS:**

---

**PLANNING REFERENCE:**

---

**DESCRIPTION OF DEVELOPMENT:**

---

**DATE OF COMMITTEE AUTHORISATION:**

---

**SECTION 106 OBLIGATIONS**

---

**DATE OF IMPLEMENTATION OF DEVELOPMENT:**

---

**(i) NOTIFIED TO THE COUNCIL:**

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

**TICK BOX IF THIS FORM IS TO CONSTITUTE THE "FIRST NOTICE"**

**UNDER THE SECTION 278 HIGHWAY AGREEMENT IF THIS IS THE**

**"FIRST NOTICE" PLEASE ATTACH THE "FIRST PAYMENT" AS**

**SPECIFIED IN THE AGREEMENT**

☐

**FOR COUNCIL USE**

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

**COST CODE:** \_\_\_\_\_

**PLANNING COSTS:** \_\_\_\_\_

**LEGAL COSTS:** \_\_\_\_\_

**OTHER COSTS (IDENTIFY):**

\_\_\_\_\_

**MAINTENANCE COSTS (COMMUTED SUM)** \_\_\_\_\_

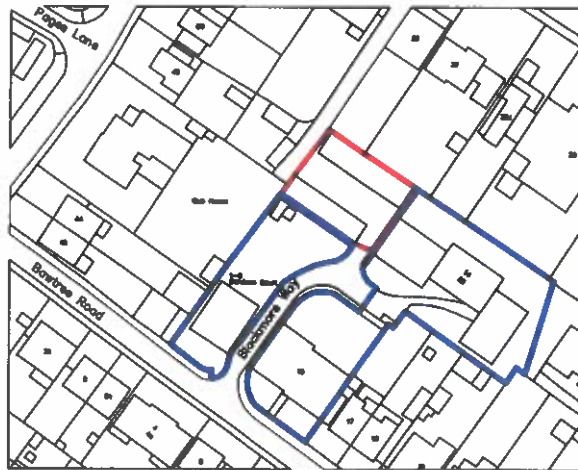
**INTEREST BEARING ACCOUNT FOR BENEFIT OF OBLIGATIONS  
YES/NO**



## **APPENDIX 2**

### **PLANS**





0 5m SCALE 1:1250





**APPENDIX 3**  
**DRAFT PLANNING PERMISSION**



# DRAFT

Mr Steven Barker  
Barker Parry Town Planning Ltd  
33 Bancroft  
Hitchin  
SG5 1LA

Application Ref: 20978/APP/2023/3002

## 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:**

Demolition of existing garages and construction of block of 2 storey flats containing 4 x 2-bed and 2 x 1-bed dwellings.

**Location of development:** Land At Blackmore Way Uxbridge

**Date of application:** 16th October 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: 20978/APP/2023/3002

### 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 submitted plans numbers:

Location Plan

23 / 3541 / 1

23 / 3541 / 2

23 / 3541 / 3

and shall thereafter be retained/maintained for as long as the development remains in existence.

#### REASON

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

- 3 Save for demolition and site clearance works, no above ground works shall take place until details of all materials and external surfaces (including details of the finishes for balconies, balustrading, bin stores and cycle stores) have been submitted to and approved in writing by the Local Planning Authority. Thereafter the development shall be constructed in accordance with the approved details and be retained as such.

Details should include information relating to make, product/type, colour and photographs/images.

#### REASON

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

- 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 DMHB 11 of the Hillingdon Local Plan Part 2 (2020)

- 5 Notwithstanding the provisions of the Town and Country Planning (General Permitted Development)(England) Order 2015 (or any order revoking and re-enacting that Order with or without modification), no additional windows, doors or other openings shall be constructed in the walls or roof slopes of the development hereby approved development.



#### REASON

To prevent overlooking to adjoining properties in accordance with policy DMHB 11 of the Hillingdon Local Plan Part 2 (2020).

- 6 Prior to works commencing, details of step free access via the principal private entrance, and all the other points of entry and exit, shall be submitted to, and approved in writing, by the Local Planning Authority. Such provision shall remain in place for the life of the building.

REASON To ensure that an appropriate standard of housing stock, in accordance with the 2021 London Plan policy D7 is achieved and maintained.

- 7 The dwellings hereby approved shall accord with the requirements of Policy D7 of the London Plan, and shall not be occupied until certification of compliance with the technical specifications for an M4(2) dwelling, as set out in Approved Document M to the Building Regulations (2010) 2015, has been submitted to, and approved in writing, by the Local Planning Authority. All such provisions must remain in place for the life of the building.

REASON To not only allow the Building Control body to require the development to comply with the optional Building Regulations standards, but to also ensure the appropriate quantity and standard of accessible and adaptable housing is constructed and maintained in accordance with policy D7 of the London Plan.

- 8 Prior to commencement of the hereby approved development, (excluding demolition and site clearance) 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 the approved development will incorporate sustainable urban drainage (SuDs) in accordance with the hierarchy set out in Policy 5.13 of the London Plan and will:

- i. provide information on all SuDs features including the method employed to delay and control the surface water discharged from the site and:
- ii. 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.

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

- iii. provide details of water collection facilities to capture excess rainwater; and how water usage will be reduced in the development.

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

#### REASON

To ensure that surface water run off is controlled to ensure the development does not increase the risk of flooding and is to be handled as close to its source as possible and Conserve water supplies in compliance with: Hillingdon Local Plan: Part 1- Strategic Policies Policy EM6 Flood Risk Management in (2012), Hillingdon Local Plan Part 2 Development Management Policies Policy DMEI 10 Water Management, Efficiency and Quality (2020), as well as relevant SuDs guidance contained within the London Plan (2021) and NPPF (2021).

- 9 The development hereby approved shall accord with London Plan policy D5(B5) and D12(A) to ensure the lift shown on plan 23/3541/2 is specified as a fire evacuation lift designed to meet the technical standards set out in BS EN 81-76, BS 9991 and/or BS 9999, with all such provisions remaining in place for the life of the development. REASON: To ensure the development can accommodate robust emergency evacuation procedures, including measure for those who require step-free egress, in accordance with London Plan policy D5 and D12.
- 10 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 (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 (Including dimensions and design)
  - 2.b Secure and enclosed cycle Storage for 12 cycles
  - 2.c Means of enclosure/boundary treatments
  - 2.d Car Parking Layouts (including parking allocation details and the provision of 1x active and 3x passive EV charging in line with the requirements of Policy T6 of the London Plan)
  - 2.e Hard Surfacing Materials
  - 2.f External Lighting
  - 2.g Other structures (such as play equipment and furniture)
3. Details of Landscape Maintenance
  - 3.a Landscape Maintenance Schedule for a minimum period of 5 years
  - 3.b Proposals for the replacement of any tree, shrub, or area of turfing/seeding within the landscaping scheme which dies or in the opinion of the Local Planning Authority becomes seriously damaged or diseased
4. Schedule for Implementation

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 DMHB 11, DMHB 12, DMHB 14, DMEI 1 and DMT 2, DMT 5 of the Hillingdon Local Plan Part 2 (2020) and Policy G5 and T6 of the London Plan (2021).

- 11 No development shall take place until a demolition and construction management plan has been submitted to and approved in writing by the Local Planning Authority. The plan shall detail:
  - a) The phasing of development works
  - b) Types of vehicles accessing the site, including their ability to enter the shared driveway without affecting neighbouring properties
  - c) The hours during which development works will occur
  - d) How vehicles will access the site whilst protecting neighbouring sites
  - e) Measures to prevent mud and dirt tracking onto footways and adjoining roads (including wheel washing facilities)
  - f) 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)
  - g) Measures to reduce the impact of the development on local air quality and dust through minimising emissions throughout the demolition and construction process
  - h) 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 safeguard the amenity of surrounding areas in accordance with Policy BE1 of the Hillingdon Local

Plan Part 1 (2012).

- 12 Trees, hedges and shrubs shown to be retained on the approved plan(s) 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 (or after) 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 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 DMHB 14 of the Hillingdon Local Plan Part 2 (2020) and to comply with Section 197 of the Town and Country Planning Act 1990.

- 13 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. A method statement outlining the sequence of development on the site including demolition, building works and tree protection measures.
  2. 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:
- 2.a There shall be no changes in ground levels;
  - 2.b No materials or plant shall be stored;
  - 2.c No buildings or temporary buildings shall be erected or stationed.
  - 2.d No materials or waste shall be burnt; and.
  - 2.e No drain runs or other trenches shall be dug or otherwise created, without the prior written consent of the Local Planning Authority.
3. Where the arboricultural method statement recommends that the tree protection measures for a site will be monitored and supervised by an arboricultural consultant at key stages of the development, records of the site inspections / meetings shall be submitted to 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 DMHB 14 of the Hillingdon

- 14 Prior to occupation of the hereby approved development, details of the new vehicular access shall be provided which accord with the London Borough of Hillingdon Domestic Vehicle Footway Crossover Policy (2023) with a gradient not exceeding 1:12. Arrangement shall be made for surface water drainage to be intercepted and disposed of separately so that it does not discharge from or onto the highway carriageway.

REASON: To ensure that the development has no adverse impact on the local highways network, in accordance with Policy DMT 2 and DMT 6 of the Local Plan (2020) and Policy T4 of the London Plan (2021).

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

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

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

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

D. No bonfires that create dark smoke or nuisance to local residents.

You are advised to consult the Council's Environmental Protection Unit ([www.hillingdon.gov.uk/noise](http://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.

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

Care should be taken during the building works hereby approved to ensure no damage occurs to the verge or footpaths during construction. Vehicles delivering materials to this development shall not override or cause damage to the public footway. Any damage will require to be made good to the satisfaction of the Council and at the applicant's expense.

For further information and advice contact - Highways Maintenance Operations, Central Depot - Block K, Harlington Road Depot, 128 Harlington Road, Hillingdon, Middlesex, UB3 3EU (Tel: 01895 277524).

For Private Roads: Care should be taken during the building works hereby approved to ensure no damage occurs to the verge of footpaths on private roads during construction. Vehicles delivering materials to this development shall not override or cause damage to a private road and where possible alternative routes should be taken to avoid private roads. The applicant may be required to make good

any damage caused.

- 4 Under the terms of the Planning Act 2008 (as amended) and Community Infrastructure Levy Regulations 2010 (as amended), this development is liable to pay the London Borough of Hillingdon Community Infrastructure Levy (CIL) and the Mayor of London's Community Infrastructure Levy (CIL). This will be calculated in accordance with the London Borough of Hillingdon CIL Charging Schedule 2014 and the Mayor of London's CIL Charging Schedule 2012. Before commencement of works the development parties must notify the London Borough of Hillingdon of the commencement date for the construction works (by submitting a Commencement Notice) and assume liability to pay CIL (by submitting an Assumption of Liability Notice) to the Council at [planning@hillington.gov.uk](mailto:planning@hillington.gov.uk). The Council will then issue a Demand Notice setting out the date and the amount of CIL that is payable. Failure to submit a valid Assumption of Liability Notice and Commencement Notice prior to commencement of the development may result in surcharges being imposed.

The above forms can be found on the planning portal at:  
[www.planningportal.gov.uk/planning/applications/howtoapply/whattosubmit/cil](http://www.planningportal.gov.uk/planning/applications/howtoapply/whattosubmit/cil)

**Pre-Commencement Conditions:** These conditions are important from a CIL liability perspective as a scheme will not become CIL liable until all of the pre-commencement conditions have been discharged/complied with.

- 5 The Party Wall Act 1996 requires a building owner to notify, and obtain formal agreement from, any adjoining owner, where the building owner proposes to:
- carry out work to an existing party wall;
  - build on the boundary with a neighbouring property;
  - in some circumstances, carry out groundworks within 6 metres of an adjoining building.
- Notification and agreements under this Act are the responsibility of the building owner and are quite separate from Building Regulations, or Planning Controls. The Building Control Service will assume that an applicant has obtained any necessary agreements with the adjoining owner, and nothing said or implied by the Council should be taken as removing the necessity for the building owner to comply fully with the Party Wall Act. Further information and advice is to be found in "the Party Walls etc. Act 1996 - explanatory booklet" published by the ODPM, available free of charge from the Residents Services Reception Desk, Level 3, Civic Centre, Uxbridge, UB8 1UW.

## **END OF SCHEDULE**

### **Address:**

Development Management  
Directorate of Place  
Hillingdon Council  
3 North, Civic Centre, High Street, Uxbridge UB8 1UW  
[www.hillingdon.gov.uk](http://www.hillingdon.gov.uk)

# DRAFT

## GRANT OF PLANNING PERMISSION

Application Ref: 20978/APP/2023/3002

### SCHEDULE OF PLANS

Design and Access Statement - received 16 Oct 2023

Amenity Space Provision Statement - received 30 Jan 2024

Transport Assessment - received 30 Jan 2024

23 / 3541 / 1 - received 16 Oct 2023

23 / 3541 / 2 - received 16 Oct 2023

23 / 3541 / 3 - received 16 Oct 2023

Location Plan - received 16 Oct 2023

## **RIGHTS OF APPLICANTS AGGRIEVED BY DECISION OF LOCAL PLANNING AUTHORITY**

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

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

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

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

Further details are available at [www.gov.uk/government/collections/casework-dealt-with-by-inquiries](http://www.gov.uk/government/collections/casework-dealt-with-by-inquiries)

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

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

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

#### **Purchase Notices.**

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

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





Executed as a Deed by )  
**WE BLACK LIMITED** )  
Acting by a Director )

  
.....  
Director

PRINT NAME ERIC GADSDEN

in the presence of :-

Witness Signature

Helena Ews

Witness Name

HELENA EWS

Witness Address

30 DUNSTON HILL  
TRING, HP23 4AT

