

DATED

3 March

2025

DUNMOORE (WEST LONDON) LIMITED

and

HSBC UK BANK PLC

and

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

Wellington House, 4-10 Cowley Road, Uxbridge, UB8 2XW

PLANNING APPLICATION NUMBER: 21755/APP/2024/2414

Planning & Corporate Team

London Borough of Hillingdon

Civic Centre, High Street

Uxbridge, Middlesex

Ref: 3E/04/025478

THIS DEED is dated

3 March

2025

FROM

(1) **DUNMOORE (WEST LONDON) LIMITED** (company number 10250856) whose registered office is situated at Brightwalton House, Brightwalton, Newbury, RG20 7BZ ("the **Owner**"); and

(2) **HSBC UK BANK PLC** (company number 09928412) whose registered office is situated at 1 Centenary Square, Birmingham, B1 1HQ ("the **Mortgagee**")

TO

(3) **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 1990 Act in respect of the Land and by whom the obligations in this Deed are enforceable.

B The Owner owns the Land.

C The Mortgagee is the registered proprietor of a charge dated 23 September 2016 registered against the Land.

D As at the date of this Deed, the Tenant has the Leasehold Interest in respect of the part of the Site being the first floor offices of the building known as Wellington House, 4-10 Cowley Road, Uxbridge UB8 2XW. As from 31 January 2025 the Tenant will cease to have any rights to use, or any interest whatsoever in the Site. In order to carry out the Development the Owner acknowledges that the Tenant shall have no legal interest in any part of the Site.

E On 6 September 2024 the Prior Approval Application was submitted to the Council for permission to develop the Property.
25 February 2025

F On [] the Council resolved to approve Prior Approval for the Development and delegated authority to the Director of Planning, Regeneration and Public Realm to approve the Prior Approval Application subject to the prior completion of this Deed.

THIS DEED WITNESSES AS FOLLOWS:-

OPERATIVE PROVISIONS

1 INTERPRETATION

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

“1980 Act”	the Highways Act 1980 (as amended);
“1990 Act”	the Town and Country Planning Act 1990 (as amended);
“Commencement of Development”	<p>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 Prior Approval but (for the purposes of this Deed) excluding operations consisting of:</p> <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/or - environmental site investigations, <p>and Commence and Commenced shall be construed accordingly;</p>
“Development”	the development of the Site pursuant to the Prior Approval;
“Director of Planning, Regeneration and Public Realm”	the Council’s Director of Planning, Regeneration and Public Realm such person as the Council designates as undertaking this role;
“Land”	the freehold land and buildings known as at Wellington House, 4-10 Cowley Road, Uxbridge UB8 2XW and registered at HM Land Registry under title number NGL400151;
“Leasehold Interest”	means the leasehold interest under the Short Term Tenancy Agreement dated 8 October 2024 between (1) Dunmore (West London) Limited and (2) Apcoa Parking Services (UK) Limited, granted for a term from and including

	8 October 2024 to and including 31 January 2025;
“Occupied”	the occupation for any purpose for which Prior Approval 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 Occupation and Occupy 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) as referred to in Schedule 1;
“Plan”	the plan attached to this Deed at Appendix 2;
“Prior Approval”	the prior approval to be granted in pursuance of the Prior Approval Application substantially in the form of the draft approval attached to this Deed at Appendix 3;
“Prior Approval Application”	the application for prior approval for the change of use from Office to C3 Residential units under Schedule 2, part 3, Class MA of the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended) under the Council's reference number 21755/APP/2024/2414;
“Prior Approval Reference”	21755/APP/2024/2414;
“Site”	the part of the Land shown for identification purposes only edged red on the Plan;
“Tenant”	Apcoa Parking Services (Uk) Limited incorporated and registered in England and Wales with company number 02492280 whose registered office is at Wellington House, 4-10 Cowley Road, Uxbridge, Middlesex, UB8 2XW;
“Working Day”	any day except Saturday, Sunday and any bank or public holiday and Working Days shall be construed accordingly.

1.2 In this Deed:

1.2.1 the clause and schedule headings do not affect its interpretation;

- 1.2.2 unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and words denoting any one gender shall include all genders and words denoting persons shall include bodies corporate, unincorporated associations and partnerships;
- 1.2.3 a reference to any party shall include that party's personal representatives, successors and permitted assigns and in the case of the Council the successors to its respective statutory functions;
- 1.2.4 unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- 1.2.5 the headings in this Deed are inserted for convenience only and shall not affect the construction or interpretation of this Deed;
- 1.2.6 unless otherwise indicated, references to clauses and Schedules are to clauses of and Schedules to this Deed and references in a Schedule to a Part or paragraph are to a Part of paragraph of that Schedule;
- 1.2.7 where the agreement, approval, consent or an expression of satisfaction is required by the Owner under the terms of this Deed from the Council that agreement, approval, consent or satisfaction shall be given in writing and shall not be unreasonably withheld or delayed;
- 1.2.8 references to any statute or statutory provision include references to:
 - 1.2.8.1 all Acts of Parliament and all other legislation having legal effect in England 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 and the Land include any part of them;
- 1.2.10 "including" means "including, without limitation";
- 1.2.11 any covenant by the Owner not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing;
- 1.2.12 without prejudice to the terms of any other provision contained in this Deed the Owner shall pay all costs, charges and expenses (including without prejudice to legal costs and Surveyor's fees) reasonably incurred by the Council for the purpose of or incidental to the enforcement of any right or power of the Council or any obligation of the Owner arising under this Deed;
- 1.2.13 where two or more people form a party to this Deed, the obligations they undertake may be enforced against them jointly or against each of them individually; and

1.2.14 if any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of the Deed is to be unaffected.

2 LEGAL BASIS

- 2.1 This Deed is made pursuant to section 106 of the 1990 Act. To the extent that they fall within the terms of section 106 of the 1990 Act, the obligations contained in this Deed are planning obligations for the purposes of section 106 of the 1990 Act and are enforceable by the Council as local planning authority against the Owner without limit of time.
- 2.2 To the extent that any of the obligations contained in this Deed are not planning obligations within the meaning of the 1990 Act, they are entered into pursuant to the powers contained in section 111 of the Local Government Act 1972, section 16 of the Greater London Council (General Powers) Act 1974, section 2 of the Local Government Act 2000, section 1 of the Localism Act 2011 and all other enabling powers with the intent that it will bind the Owner and their successors in title to the Site.

3 CONDITIONALITY

- 3.1 The obligations contained in the schedules to this Deed are subject to and conditional upon:
 - 3.1.1 the issue of Prior Approval; and
 - 3.1.2 Commencement of Development.

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

4 MISCELLANEOUS

- 4.1 Nothing contained or implied in this Deed shall prejudice or affect the rights, powers, duties and obligations of the Council in exercise of their functions as local planning authority and their rights, powers, duties and obligations under all public and private statutes, bylaws and regulations may be as fully and effectually exercised as if the Council were not a party to this Deed.
- 4.2 Nothing in this Deed prohibits or limits the right to develop any part of the Land in accordance with a planning permission granted after the date 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 of the Owner.
- 4.4 Nothing in this Deed shall be construed as a grant of planning permission.

- 4.5 Unless expressly agreed otherwise in this Deed, the covenants in this Deed shall be enforceable 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 Deed nor its successors in title nor any person deriving title from or under them shall be liable for any breach of any of the planning obligations or other obligations, restrictions, covenants or provisions contained in this Deed after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 4.7 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Prior Approval is quashed or revoked or otherwise withdrawn or (without the consent of the Owner or their successors in title) is modified by any statutory procedure or expires prior to Commencement of Development.
- 4.8 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 4.9 In the event that the planning obligations contained in this Deed being modified a note or memorandum thereof shall be endorsed upon this Deed.
- 4.10 The Deed cannot be amended or discharged without the prior consent in writing of the Owner and the Council or their respective successors in title in accordance with the requirements of section 106 of the 1990 Act and any subordinate legislation
- 4.11 Should a Court or the Secretary of State or a Planning Inspector appointed during the course of any appeal or legal challenge of the Prior Approval hold that any of the obligations contained in this Deed do not meet the tests of the Community Infrastructure Levy regulations or the National Planning Policy Framework then that obligation shall no longer apply.

5 THE OWNER'S PLANNING OBLIGATIONS

- 5.1 The Owner covenants with the Council so as to bind the Site to observe and perform the obligations contained in this Deed and the Schedules hereto.
- 5.2 The Owner covenants not to cause or permit the Commencement of Development until:
 - 5.2.1 the Leasehold Interest has either been terminated or surrendered before its expiry and written evidence to this effect has been produced to the Council or the Leasehold Interest has expired due to effluxion of time; or
 - 5.2.2 (in the absence of the Leasehold Interest having been terminated or surrendered or expired due to effluxion of time) the Owner has procured the Tenant of the extant Leasehold Interest has entered into a Deed of Variation under s106A of the 1990 Act joining it as parties to the this Deed.

6 COSTS

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

7 REGISTRATION OF AGREEMENT

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

8 RIGHT OF ACCESS

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

9 ARBITRATION

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

- 9.1.1 the tribunal shall consist of one other arbitrator appointed jointly by the parties;
- 9.1.2 in default of the parties' Deed as to the arbitrator, the arbitrator shall be appointed on either party's request by the President for the time being of the Royal Institution of Chartered Surveyors;
- 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 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 relevant party as follows:

11.2.1 to the Council at: Director of Planning, Regeneration and Public Realm, London Borough of Hillingdon, Civic Centre, High Street, Uxbridge, Middlesex, UB8 1UW and shall cite the Prior Approval Reference; and

11.2.2 to the Owner at: Brightwalton House, Brightwalton, Newbury, RG20 7BZ

12 FORM PO1

Prior to Commencement of Development the Owner shall notify the Council that it intends to Commence the Development by completing and sending Form PO1 (in the form attached to this Deed at Appendix 1) 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 Prior Approval Reference.

13 CHANGE IN OWNERSHIP

The Owner agrees to provide the Council with written notification within seven (7) Working Days 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 citing the Prior Approval Reference.

14 JURISDICTION

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

15 MORTGAGEE'S CONSENT

The Mortgagee consents to the Owner entering into this Deed but shall not be liable for any breach of its provisions unless it becomes a mortgagee in possession of all or any part of the Site SAVE THAT the mortgagee shall not be liable for any pre-existing breaches of the Deed which have arisen prior to the date it takes possession of the Site. The Mortgagee acknowledges that the Site shall be bound by the terms and obligations contained in this Deed and should the Mortgagee become a mortgagee in possession of the Site or any part thereof the Mortgagee agrees to be bound by the provisions of this Deed.

16 INDEMNITY

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

16.1.1 Compensation (including any claim arising under the Land Compensation Acts)

16.1.2 Damages

16.1.3 Costs

16.1.4 Charges

16.1.5 any other payment

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

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

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

SCHEDULE 1

RESIDENTS PARKING PERMITS

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

- 1 Prior to Commencement of Development not to:
 - (i) apply to the Council for a Parking Permit in respect of any Dwelling (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970);
 - (ii) 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; and
 - (iii) buy a contract to park within any car park owned, controlled or licensed by the Council.
- 2 Not to Occupy or use (or permit the Occupation or use of) any unit forming part of the Development at any time during which the occupier of the unit holds a Parking Permit to park a vehicle in a parking bay or is permitted to park a vehicle in any car park owned, controlled or licensed by the Council (unless the occupier is the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970).
- 3 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.
- 4 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):

“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”
- 5 On or prior to the Occupation the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of residential units forming part of the

Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those residential units that in the Owner's opinion are affected by the Owner's obligations in paragraphs 1 and 2 of this Schedule.

- 6 Prior to the Commencement of Development the Owner covenants to register this Deed at the Land Registry against title Number NGL400151 and upon any subsequent registerable disposition of the Site.
- 7 The Owner for itself and its successors in title to the Property hereby acknowledges that the provisions in paragraphs 1 and 2 of this Schedule 1 shall continue to have effect in perpetuity.

APPENDIX 1
FORM PO1

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

SECTION 106/278 LEGAL AGREEMENT
SITE ADDRESS:

PLANNING REFERENCE:

DESCRIPTION OF DEVELOPMENT:

DATE OF COMMITTEE AUTHORISATION:

SECTION 106 OBLIGATIONS

DATE OF IMPLEMENTATION OF DEVELOPMENT:

(i) NOTIFIED TO THE COUNCIL:

(ii) SUBMITTED TO THE COUNCIL WITH THIS FORM:

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

**TICK BOX IF THIS FORM IS TO CONSTITUTE THE “FIRST NOTICE”
UNDER THE SECTION 278 HIGHWAY DEED IF THIS IS THE**

**“FIRST NOTICE” PLEASE ATTACH THE “FIRST PAYMENT” AS
SPECIFIED IN THE AGREEMENT**

FOR COUNCIL USE

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

COST CODE: _____

PLANNING COSTS: _____

LEGAL COSTS: _____

OTHER COSTS (IDENTIFY): _____

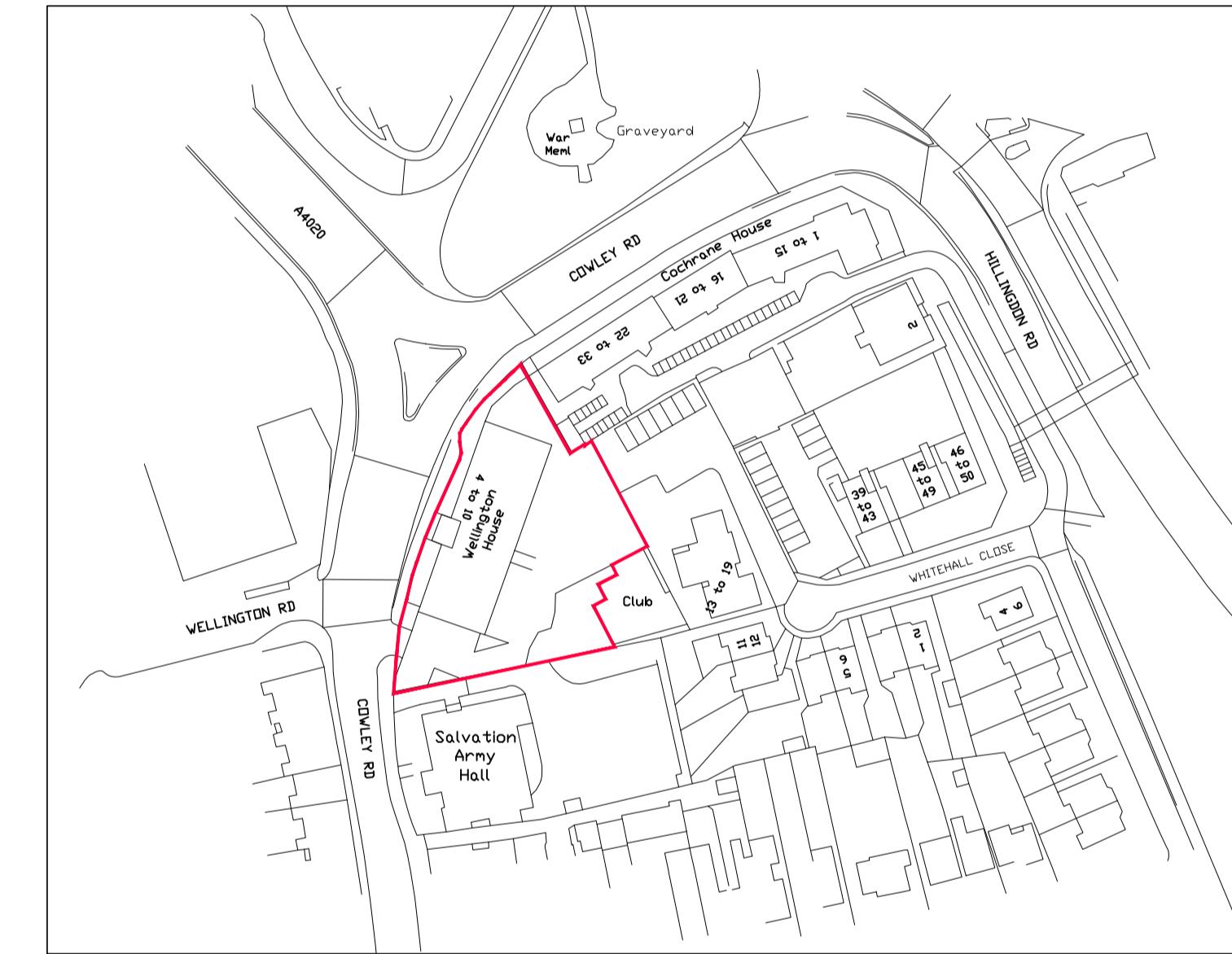
MAINTENANCE COSTS (COMMUTED SUM) _____

INTEREST BEARING ACCOUNT FOR BENEFIT OF OBLIGATIONS _____

YES/NO

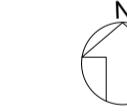
APPENDIX 2

PLAN

ds
SUBds
TSds
LM

LOCATION PLAN
SCALE 1:1250

0 20M 40M 60M 80M 100M



Revision description	Date	Check	Rev
STUDIO			
www.gf-studio.com Unit 1 Office 7 - Hawthorn Business Park 165 Granville Road, London, NW2 2AZ T: +44 (0) 208 1235320 E: info@gf-studio.com			
Project			
WELLINGTON HOUSE 4-10 COWLEY ROAD UXBRIDGE, UB8 2XW			
Drawing			
LOCATION PLAN			
Drawn	Date	Scale	
GO	07/02/2025	1:1250 @A1	
Job number	Drawing number	Revision	
2403	GA 01 01	B	
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APPENDIX 3
PRIOR APPROVAL

***** **DRAFT** *****

Mr Gidon Fuehrer

Application Ref:
21755/APP/2024/2414

Gf Studio
Hawthorn Business Park
165 Granville Road
London
NW2 2AZ

Process set out by Condition MA.2. of Schedule 2 Part 3 Class MA of the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended)

The Council of the London Borough of Hillingdon as the Local Planning Authority hereby confirm that their **PRIOR APPROVAL IS REQUIRED AND IS GRANTED**: for the proposed development at the address shown below, as described by the description shown below, and in accordance with the approved details shown below:

Description of Development:

Change of use from Office to C3 Residential units

Location of Development: Wellington House, 4-10 Cowley Road Uxbridge UB8 2XW

Date of Application: 20th September 2024

Plan Numbers: See attached Schedule of Plans.

Reasons for Approval:

The proposed development constitutes permitted development by virtue of the provisions of Schedule 2, Part 3, Class MA of the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended), as the Council has assessed the impacts of the proposal and considers that there would be no unacceptable impacts, subject to the stated planning conditions, with regard to:

- (a) transport impacts of the development, particularly to ensure safe site access;
- (b) contamination risks in relation to the building;
- (c) flooding risks in relation to the building;
- (d) impacts of noise from commercial premises on the intended occupiers of the development;
- (e) the impact of that change of use on the character or sustainability of the conservation area;

- (f) the provision of adequate natural light in all habitable rooms of the dwellinghouses;
- (g) the impact on intended occupiers of the development of the introduction of residential use in an area the authority considers to be important for general or heavy industry, waste management, storage and distribution, or a mix of such uses; and
- (h) the loss of services; and
- (i) fire safety impacts on the intended occupants of the building.

CONDITIONS

1. 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).

2. The development hereby permitted shall not be carried out except in complete accordance with the details shown on the submitted plans, numbers:

GA 01 01 REV B
GA 03 100 REV A
GA 03 101 REV A
GA 03 102 REV A
GA 03 103 REV A
GA 03 104 REV A
GA 05 03 REV A
GA 05 04 REV A
GA 05 01 REV A
GA 05 02 REV A
GA 01 02 REV B
GA 03 99 REV C

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 Parts 1 (November 2012) and 2 (January 2020) and the London Plan (2021).

3. The building hereby permitted to be used as dwellinghouses by virtue of Class MA is to remain in use as dwellinghouses 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. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 2015 (as amended) (or any order revoking and re-enacting that Order

with or without modification), no windows shall be altered or replaced in any way without the prior written approval of the Local Planning Authority.

REASON

To ensure that the amenity of occupiers of the development site are not adversely affected by noise from external noise sources from adjacent commercial premises in accordance with Policy DMHB 11 of the Hillingdon Local Plan: Part 2 - Development Management Policies (January 2020) and Policies D13 and 14 of the London Plan (2021).

5. Prior to commencement of development, a Construction Management and Logistics Plan shall be submitted to and approved in writing by the Local Planning Authority. The Plan shall detail:

- (a) The hours during which development works will occur (please refer to informative I15 for maximum permitted working hours).
- (b) Measures to prevent mud and dirt tracking onto footways and adjoining roads (including wheel washing facilities).
- (c) 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).
- (d) Measures to reduce the impact of the development on local air quality and dust through minimising emissions throughout the demolition and construction process.
- (e) The storage of demolition/construction materials on site.

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

REASON

To safeguard the amenity of surrounding areas and to ensure that the construction works include appropriate efficiency and sustainability measures so as not to compromise the safe and efficient operation of the local highway network and local air quality, in accordance with Policies DMT 1, DMT 2 and DMEI 14 of the Hillingdon Local Plan: Part 2 (2020) and Policies D14, SI 1, T4 and T7 of the London Plan (2021).

6. In the event that contamination is found at any time when carrying out the approved development that was not previously identified it must be reported in writing immediately to the Local Planning Authority. An investigation and risk assessment must be undertaken, and where remediation is necessary a remediation scheme must be prepared subject to the approval in writing of the Local Planning Authority. Following completion of measures identified in the approved remediation scheme a verification report must be prepared, which is subject to the approval in writing of the Local Planning Authority.

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 DMEI 12 of the Hillingdon Local Plan: Part Two Development Management Policies (January 2020).

7. Prior to the occupation of the development hereby approved, a Parking Design and

Management Plan shall be submitted to, and approved in writing by, the Local Planning Authority. It shall include the following:

- (i) The arrangements for all on-site parking and include provisions for managing, monitoring, enforcement and review. All on-site parking spaces shall be solely for use by the development hereby approved (e.g. staff, visitors, residents) and shall not be used for any other purpose or leased/sub-let.
- (ii) Details of 1 wheelchair accessible space, to be permanently retained
- (iii) Details of electric vehicle charging points and infrastructure.

The vehicle parking provision shall be fully implemented as approved prior to the first occupation of the development, and so maintained in good working order, and shall not be used for any other purpose for the lifetime of the development.

REASON

To ensure the appropriate operation of the car park, in accordance with Policies DMT 1, DMT 2 and DMT 6 of the Hillingdon Local Plan: Development Management Policies (2020) and Policy T6 of the London Plan (2021).

8. Prior to occupation of the development, details of covered and secure cycle storage, shall be submitted to and approved in writing by the Local Planning Authority. Thereafter, the development shall not be occupied or brought into use until the approved cycling facilities have been implemented in accordance with the approved plan, with the facilities being permanently retained for use by cyclists.

REASON

To ensure the provision and retention of facilities for cyclists to the development and hence the availability of sustainable forms of transport to the site in accordance with Part 2 Development Management Policies (2020) - Policy DMT 1, DMT 2 & DMT 6 and Policies T4 and T6 of the London Plan (2021).

9. Prior to the first operation of the development, details of a Delivery and Servicing Plan shall be submitted to and approved in writing by the Local Planning Authority. This should accord with Transport for London's Delivery and Servicing Plan Guidance. Thereafter the development shall be operated in full accordance with the approved details.

REASON

To ensure appropriate servicing of the site, to safeguard highway safety and to safeguard the free flow of traffic, in accordance with Policies DMT 1 and DMT 2 of the Hillingdon Local Plan: Part 2 (2020) and Policy T7 of the London Plan (2021).

10. For the lifetime of the development hereby permitted the noise level shall not exceed 35 dB LAeq 16 hrs between 0700 and 2300 and 30 dB LAeq 8 hrs, between 2300 and 0700, measured inside any room of any permitted dwelling whilst achieving acceptable internal living conditions with respect to ventilation and temperature.

Reason:

To ensure that occupants of the permitted development would not be exposed to noise that

would be likely to cause an adverse effect on their health and quality of life. This has regard to the guidance set out in 'Guidance on Sound Insulation and Noise Reduction for Buildings' British Standard Institution BS8233: 2014.'

INFORMATIVES

It is important that you read and understand the following informatives:

1. Please note that pursuant to paragraph MA.2.(5) of Schedule 2, Part 3 of the GPDO 2015 (as amended), development permitted under Class MA is subject to the condition that it must be completed within a period of 3 years starting with the prior approval date.
2. Please note that pursuant to paragraph MA.2.(6) of Schedule 2, Part 3 of the GPDO 2015 (as amended), any building permitted to be used as a dwellinghouse by virtue of Class MA is to remain in use as a dwellinghouse 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.
3. Please note that pursuant to paragraph W(12)(a) of Schedule 2, Part 3 of the GPDO 2015 (as amended), development permitted under Class MA is subject to the condition that it must be carried out in accordance with the details approved by the local planning authority.
4. Please ensure that a Building Regulations application is submitted for this work, please visit Hillingdon Building Control website for the application forms.

ADDITIONAL INFORMATIVES

1. Nuisance from demolition and construction works is subject to control under The Control of Pollution Act 1974, the Clean Air Acts and other related legislation. In particular, you should ensure that the following are complied with:-
 - A. Demolition and construction works which are audible at the site boundary shall only be carried out between the hours of 08.00 and 18.00 hours Monday to Friday and between the hours of 08.00 hours and 13.00 hours on Saturday. No works shall be carried out on Sundays, Bank or Public Holidays.
 - B. All noise generated during such works shall be controlled in compliance with British Standard Code of Practice BS 5228:2009.
 - C. Dust emissions shall be controlled in compliance with the Mayor of London's Best Practice Guidance 'The Control of dust and emissions from construction and demolition.'
 - D. No bonfires that create dark smoke or nuisance to local residents.

You are advised to consult the Council's Environmental Protection Unit (www.hillingdon.gov.uk/noise Tel. 01895 250155) or to seek prior approval under Section 61 of the Control of Pollution Act if you anticipate any difficulty in carrying out construction other than within the normal working hours set out in (A) above, and by means that would minimise disturbance to adjoining premises.

2. Your attention is drawn to the need to comply with the relevant provisions of the Building Regulations,

the Building Acts and other related legislation. These cover such works as - the demolition of existing buildings, the erection of a new building or structure, the extension or alteration to a building, change of use of buildings, installation of services, underpinning works, and fire safety/means of escape works. Notice of intention to demolish existing buildings must be given to the Council's Building Control Service at least 6 weeks before work starts. A completed application form together with detailed plans must be submitted for approval before any building work is commenced. For further information and advice, contact - Residents Services, Building Control, 3N/01 Civic Centre, Uxbridge (Telephone 01895 558170).

END OF SCHEDULE

Draft Decision Notice Amendments Required	Yes / No
Date of Draft Decision Notice	25-02-25

Address:
Planning Services
London Borough of Hillingdon
3 North, Civic Centre,
High Street, Uxbridge UB8 1UW
Tel: 01895 250230
www.hillingdon.gov.uk

Process set out by Condition MA.2. of Schedule 2 Part 3 Class MA of the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended)

Application Ref: 21755/APP/2024/2414

SCHEDULE OF PLANS

GA 03 100 REV A.	Received	10-09-2024
GA 03 101 REV A.	Received	10-09-2024
GA 03 102 REV A.	Received	10-09-2024
GA 03 103 REV A.	Received	10-09-2024
GA 03 104 REV A.	Received	10-09-2024
GA 05 01 REV A.	Received	10-09-2024
GA 05 02 REV A.	Received	10-09-2024
GA 05 03 REV A.	Received	10-09-2024
GA 05 04 REV A.	Received	10-09-2024
GA 01 01 REV B.	Received	11-02-2025
GA 01 02 REV B.	Received	11-02-2025
GA 03 99 REV C.	Received	11-02-2025

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
- Appeals must be made 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 or online at www.planningportal.gov.uk/pcs.
- 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.

EXECUTED AS A DEED by

DUNMOORE (WEST LONDON) LIMITED acting
by:-

Tomas Souto
DIRECTOR.....

DocuSigned by:

Tomas Souto
F7995FF0A3A5428...

Alexander Marshall
DIRECTOR/SECRETARY.....

DocuSigned by:

Alexander Marshall
BC9BF6C96529443...

IN WITNESS WHEREOF this document which is
intended to take effect as a Deed has been duly
executed by a duly authorised Official of HSBC UK
Bank plc as Attorney of HSBC UK Bank plc the
date and year first above written.

SIGNED as a DEED

By: Siobhan Lawrence-Browne

DocuSigned by:

Siobhan Lawrence-Browne
2DE7DCCCE5BA46A...

As Attorney for

HSBC UK BANK PLC

in the presence of:

Signed by:

Charles Lawrence-Browne
4A3A56DAB0A24A4.....

(Signature of witness)

Charles Lawrence-Browne
.....

(Name of witness)

5 Mcmillan Court CR3 0AU
.....
(Address of witness)