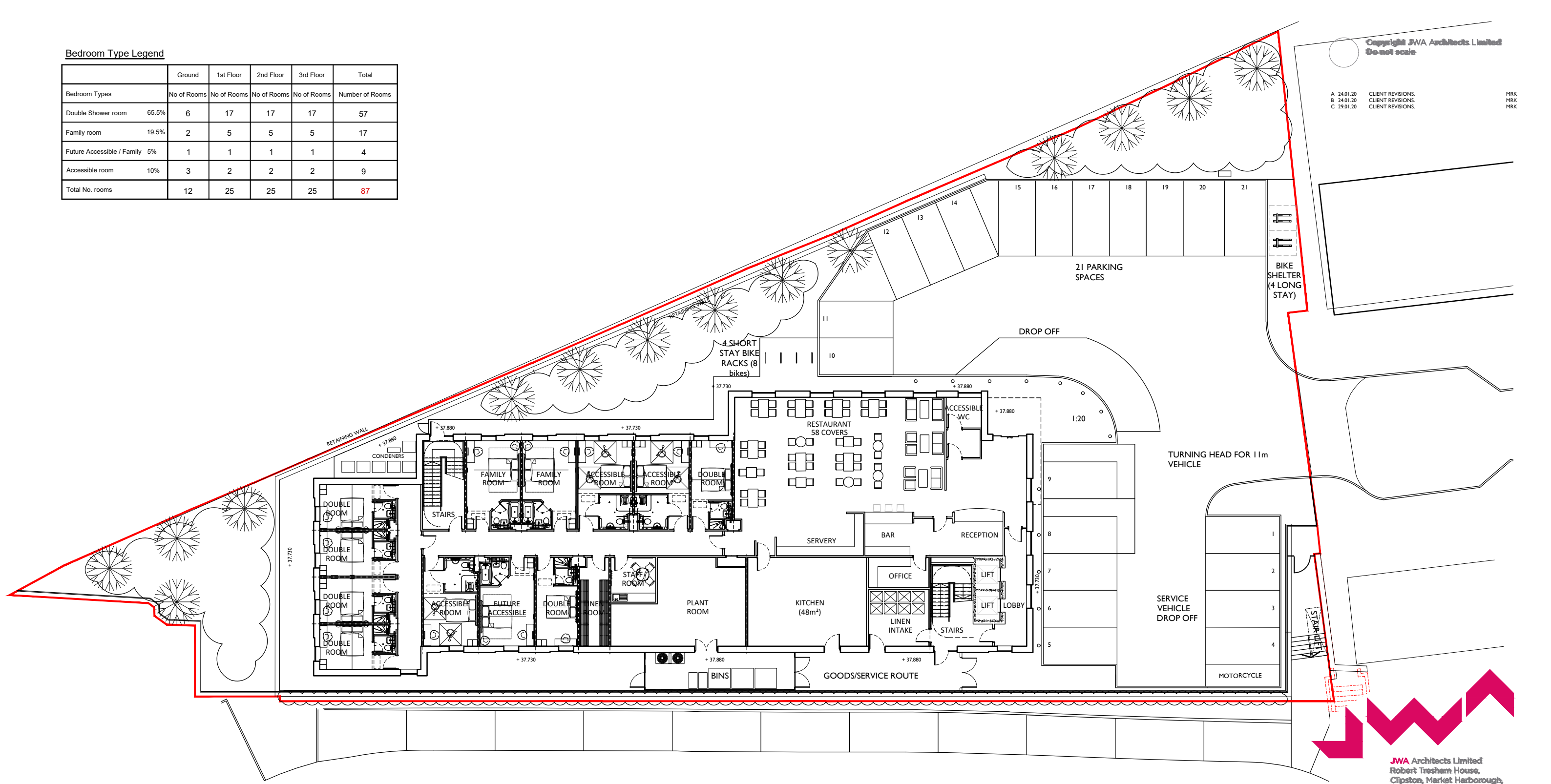


Appendix 5

PEDESTRIAN ACCESS DRAWINGS
(REFS: J9216-10C, DLA-1929-L01-P08,
DLA-1929-L-09-P02 AND DLA-1929-L-10-PL02)

Bedroom Type Legend

		Ground	1st Floor	2nd Floor	3rd Floor	Total
Bedroom Types		No of Rooms	No of Rooms	No of Rooms	No of Rooms	Number of Rooms
Double Shower room	65.5%	6	17	17	17	57
Family room	19.5%	2	5	5	5	17
Future Accessible / Family	5%	1	1	1	1	4
Accessible room	10%	3	2	2	2	9
Total No. rooms		12	25	25	25	87



Copyright JWA Architects Limited
Do not scale

A 24.01.20 CLIENT REVISIONS.
B 24.01.20 CLIENT REVISIONS.
C 29.01.20 CLIENT REVISIONS.

MRK
MRK
MRK

JWA Architects Limited
Robert Tresham House,
Clipston, Market Harborough,
Leicestershire LE16 9RZ

T +44 (0) 1858 525343
F +44 (0) 1858 525527
E office@jwa-architects.co.uk
W www.jwa-architects.co.uk

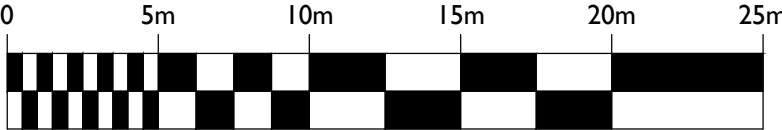
Client: TRAVELODGE

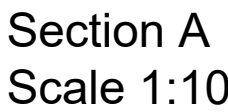
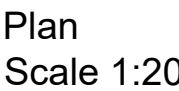
Project: PROPOSED TRAVELODGE
EAGLE HOUSE
SOUTH RUISLIP

Drawing: PROPOSED GROUND FLOOR PLAN

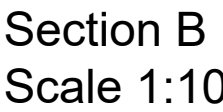
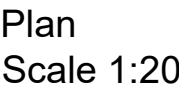
Purpose: PLANNING Date: 21.01.20
Scale: 1:250 @ A3 Drawn: MRK
Dwg. No: J9216 - 10 Revision: C

PLANNING





V:\Server DATA\PROJECT FILES\1929 Eagle House
Hotel\Landscape\Drawings\Tender\DLA-1929-L-09 and 10-P02.dwg



P02	10.04.2019	Added picture						IM	
-	20.03.2019	First Issued						IM	
Mark	Date	Details						By	

REVISIONS

Client:
LASALLE INVESTMENT MANAGEMENT


Project Title :
Eagle House Hotel

Scale : 1:1025 for the original size of A1

Drawn by : IM Checked by : MG Passed by : - Date : 01.04.2019

Drawing Status :
Planning

Drawing Originator :



Suite F1, Stroud House, Russell Street, Stroud, Gloucestershire, GL5 3AN
t 01453 766360 e info@dl-ia.co.uk w www.dl-ia.co.uk

Drawing Title :
Platform Lift Section

Job No.	Quoting Period	Origin	Volume	Level	Type	Discp.	Number	(Revised)
1029	1029	DIA	xx	xx	xx	L	10	P02

DO NOT SCALE FROM THIS DRAWING

V:\drawing\client\PROJECT FILES\Eagle House Hotel\landscape\Drawing\Planning\DLA-1029-L-09 and 10-002.dwg

Appendix 6

EMAIL CORRESPONDENCE DATED 2 NOVEMBER 2021

Wakako Hirose

From: Wakako Hirose
Sent: 02 November 2021 19:12
To: Ed Loughton
Subject: RE: Eagle House - Implementation of Hotel Consent and Pedestrian Link

Hi Ed

We have had our client's legal advice on the suggested approach, but my client has been away until yesterday so I have just received the instructions.

As the s.106 obligations for the hotel consent are tied to the development permitted by the hotel permission, so we do not necessarily agree/understand the Council's legal view that the construction of the pedestrian access under a new/separate consent for it would trigger the s.106 obligations for the hotel consent. That being said, the Council's legal team's suggestion will also achieve my client's objective to construct the pedestrian access and to implement the hotel consent by March 2022, provided that the deed of variation can be agreed swiftly.

Therefore, in the interest of speed, we have been instructed to proceed as per the Council's suggested approach to vary the s.106 agreement to specifically exclude the pedestrian access from the definition of commencement. As we are going to amend the A.106 Agreement, we would also like to a) carve out the use of the pedestrian access from the definition of occupation (although we do not consider that using the pedestrian access will not constitute occupation, the amendment would give absolute clarity), and b) carve out the pedestrian access works from the construction training scheme obligations.

In terms of the mechanism to process the deed of variation, the s106A (1)(b) application route is only intended to be used after 5 years from the date of the original agreement, our solicitor advised that we submit the deed of variation to the Council directly via you and the completed deed can be filed/put on the register with the s.73 permission documents (which is in accordance with S106A(1)(a)).

We propose to prepare the draft DOV using the DOV for the s.73 permission as a template. As the timing is rapidly running out, so we will proceed on this basis, but please let me know if you have an alternative mechanism to amend the s.106 agreement and any issue with carving out the pedestrian access from the definition of occupation and the construction training scheme obligations for absolute clarity.

Kind regards

Wakako

Wakako Hirose
BA (Hons) DipTP MRTPI
Senior Associate
Town Planning

0207 255 8042
07876 030418



RAPLEYS LLP

0370 777 6292 | www.rapleys.com
London | Birmingham | Bristol | Cambridge | Edinburgh | Huntingdon | Manchester



TOWN PLANNING CONSULTANCY

Audits | Feasibility | Applications | Appeals/Expert Witness
Environmental Impact Assessment | Policy | Site Search
Sector/Specialist Assessments | Section 106 Agreements/CIL



From: Ed Laughton <elaughton@hillington.gov.uk>
Sent: 21 October 2021 11:36
To: Wakako Hirose <Wakako.Hirose@rapleys.com>
Subject: Re: Eagle House - Implementation of Hotel Consent and Pedestrian Link

Hi Wakako,

I'm afraid there is no simple answer to this question. It is dependent on resources within the legal team and the complexity of the DoV proposed. I would certainly expect it to be less than 13 weeks though.

I trust that helps

Kind regards

Ed Laughton

Strategic Planning & PPA Lead Officer
Major Applications Team
Planning Department
Residents Services
London Borough of Hillingdon

Please note that the comments made in this email represent officer opinion only and cannot be seen to prejudice the Local Planning Authority's formal determination in relation to any application or planning matter.

From: Wakako Hirose <Wakako.Hirose@rapleys.com>
Sent: Thursday, October 21, 2021 11:23 AM
To: Ed Laughton <elaughton@hillington.gov.uk>
Subject: Re: Eagle House - Implementation of Hotel Consent and Pedestrian Link

Hi Ed

Thank you for this. I will discuss it with my client and solicitor.

If we go down the route of an application for a deed of variation of the S.106, how long is the application process take to vary it? - hopefully not treated as a major/13 week timescale...

Kind regards

Wakako

Kind regards

Wakako

Wakako Hirose

BA (Hons) DipTP MRTPI
Senior Associate
Town Planning
[0207 255 8042](tel:02072558042)
[07876 030418](tel:07876030418)

RAPLEYS LLP
70 Pall Mall London SW1Y 5ES
[0370 777 6292](tel:03707776292) | <http://www.rapleys.com>

On 21 Oct 2021, at 10:54, Ed Laughton <elaughton@hillingdon.gov.uk> wrote:

Hi Wakako,

Apologies for the delay. I finally managed to speak to legal yesterday evening and the view taken is that the implementation of the pedestrian link would trigger the hotel obligation even if carried out under a separate planning consent. One option to consider would be a deed of variation to the s106 to alter the trigger to exclude these works, has that been discussed with your client? It seems to be the cleanest way forward if acceptable to all parties.

Kind regards

Ed Laughton

Strategic Planning & PPA Lead Officer
Major Applications Team
Planning Department
Residents Services
London Borough of Hillingdon

Please note that the comments made in this email represent officer opinion only and cannot be seen to prejudice the Local Planning Authority's formal determination in relation to any application or planning matter.

From: Wakako Hirose <Wakako.Hirose@rapleys.com>

Sent: Wednesday, October 20, 2021 5:02 PM

To: Ed Laughton <elaughton@hillingdon.gov.uk>

Subject: RE: Eagle House - Implementation of Hotel Consent and Pedestrian Link

Hi Ed

I would be grateful for an update as the time is slipping away.

Many thanks

Wakako

Wakako Hirose
BA (Hons) DipTP MRTPI
Senior Associate
Town Planning
[0207 255 8042](tel:02072558042)
[07876 030418](tel:07876030418)

Appendix 7

EMAIL FROM CIL OFFICER DATED 14 MARCH 2022

Wakako Hirose

From: Community Infrastructure Levy <CIL@Hillingdon.gov.uk>
Sent: 14 March 2022 13:50
To: Wakako Hirose
Cc: sean.fitzpatrick@savills.com; Ed Laughton
Subject: RE: Demand Notice - 2342/APP/2018/2294
Attachments: RE_CIL Liability Notice.pdf

Dear Wakako,

RE: EAGLE HOUSE THE RUNWAY - Planning Reference: 2342/APP/2018/2294

Thank you for your email I acknowledge your client's intention to commence the Section 73 permission and the receipt of the letter you have submitted.

As agreed in my email dated 16/03/2021 (attached) the CIL for this development will be paid under the original application as the S.73 permission did not provide any additional floorspace.

For the avoidance of doubt, the CIL for the S.73 application has been amended to £0.00 and closed on the Council system.

Kind regards,

Sean Dell
Planning Obligations Officer
Resident Services
3N, Civic Centre
London Borough of Hillingdon
Tel: 01895 250 230
Working Days: Monday, Tuesday, Wednesday and Friday



Please note that the comments made in this email represent officer opinion and cannot be seen to prejudice the Local Planning Authority's formal determination in relation to any application, planning matter or Community Infrastructure Levy matter.

From: Wakako Hirose <Wakako.Hirose@rapleys.com>
Sent: 14 March 2022 10:33
To: Community Infrastructure Levy <CIL@Hillingdon.gov.uk>
Cc: Ed Laughton <elaughton@hillington.gov.uk>; Sean Fitzpatrick <sean.fitzpatrick@savills.com>
Subject: RE: Demand Notice - 2342/APP/2018/2294

Hi Sean/Ed

I refer to my email below. I would be grateful if one of you could confirm acknowledgement of my client's intention to commence the Section 73 permission and our letter, and advise if the CIL Demand Notice should reference the s.73 permission (ref: 2342/APP/2020/930).

Kind regards

Wakako

Wakako Hirose

BA (Hons) DipTP MRTPI
Senior Associate
Town Planning

0207 255 8042
07876 030418



RAPLEYS LLP

66 St James's Street London SW1A 1NE
0370 777 6292 | www.rapleys.com

London | Birmingham | Bristol | Cambridge | Edinburgh | Huntingdon | Manchester



TOWN PLANNING CONSULTANCY

Audits | Feasibility | Applications | Appeals/Expert Witness
Environmental Impact Assessment | Policy | Site Search
Sector/Specialist Assessments | Section 106 Agreements/CIL



From: Wakako Hirose

Sent: 10 March 2022 14:30

To: Community Infrastructure Levy <CIL@Hillingdon.gov.uk>

Cc: Ed Laughton <elaughton@hillingdon.gov.uk>; Sean Fitzpatrick <sean.fitzpatrick@savills.com>

Subject: FW: Demand Notice - 2342/APP/2018/2294

Hi Sean

I confirm receipt of the Demand Notice on behalf of Coal Pension Properties Limited.

As set out in my letter dated 9 March 2022, while the relevant CIL forms refer to the original planning permission (ref: 2342/APP/2018/2294), my client intends to implement the S.73 Permission (ref: 2342/APP/2020/930). For our record, I would be grateful if you could confirm acknowledgement of this (and our letter) and let me know if the Demand Notice should also reference the S.73 Permission (ref: 2342/APP/2020/930).

Kind regards

Wakako

Wakako Hirose

BA (Hons) DipTP MRTPI
Senior Associate
Town Planning
0207 255 8042
07876 030418

RAPLEYS LLP

66 St James's Street London SW1A 1NE
0370 777 6292 | <http://www.rapleys.com>

Appendix 8

DEED OF VARIATION OF S.106

REF 2342/APP/2021/4211

DATED

21st February

2022

COAL PENSION PROPERTIES LIMITED

and

THE LONDON BOROUGH OF HILLINGDON

SECOND DEED OF VARIATION PURSUANT TO
SECTION 106A OF THE TOWN AND COUNTRY PLANNING ACT 1990
RELATING TO THE DEVELOPMENT OF LAND AT

EAGLE POINT THE RUNWAY RUISLIP

2342/APP/2021/4211

Planning and Corporate Team
Legal Services
London Borough of Hillingdon
Civic Centre
High Street
Uxbridge
Middlesex UB8 1UW
Ref: 3E/04/19539

THIS DEED IS MADE ON THE 21st DAY OF February 2022

BETWEEN

1. **COAL PENSION PROPERTIES LIMITED** (company number: 00465783) a company incorporated in England and Wales whose registered office is situated at One Curzon Street, London, W1J 5HD (the "**Owner**")
2. **THE LONDON BOROUGH OF HILLINGDON** of the Civic Centre, High Street, Uxbridge, Middlesex, UB8 1UW (the "**Council**").

WHEREAS

- (A) The Council is the local planning authority for the purposes of the 1990 Act in respect of the Site and by whom the obligations in this Deed are enforceable.
- (B) The Owner has the freehold interest in that part of the Site registered under Title Number AGL100490 and MX256144 at the Land Registry.
- (C) The Original Planning Permission was granted on 29 March 2019 and an agreement under Section 106 of the 1990 Act was entered into by the Owner and the Council on the same date (the "**Original Deed**").
- (D) The 2020 Planning Permission was granted on 20 January 2021 and a deed of variation to the Original Deed was entered into by the Owner and the Council 11 January 2021 (the "**First Deed of Variation**").
- (E) This Deed is supplemental to the Original Deed as varied by the First Deed of Variation.
- (F) For the purpose of securing satisfactory arrangements for the development of the Site and without prejudice to the terms of the other covenants contained in the Original Deed (as varied by the First Deed of Variation) the Parties hereto have agreed to further vary the terms of the Original Deed (as varied by the First Deed of Variation) as hereinafter provided.

IT IS AGREED AS FOLLOWS:-

1. INTERPRETATION & DEFINITIONS

In this Deed, unless the context otherwise requires:

"this Deed"	means this Deed of Variation;
"the Parties"	means the Council and the Owner;
"Site"	means the land known as Eagle Point The Runway Ruislip HA4 6SE and shown edged in red on the Plan to the Original Deed and registered under title no. AGL100490 and partly under title no. MX256144.

2. THE FOLLOWING DEFINITIONS AND RULES OF INTERPRETATION APPLY IN THIS DEED

- 2.1 Unless the same are given alternative definitions in this Deed all words and phrases defined in the Original Deed (as varied by the First Deed of Variation) shall have the same meaning in this Deed and for the avoidance of doubt the Original Deed (as varied by the First Deed of Variation) shall remain in full force and effect save as varied by this Deed.
- 2.2 All references in this Deed to clauses in the Original Deed (as varied by the First Deed of Variation) are to clauses within the Original Deed (as varied by the First Deed of Variation).
- 2.3 Where in this Deed reference is made to a clause schedule or recital such reference (unless the context otherwise requires) is a reference to a clause schedule or recital of this Deed.
- 2.4 Headings are for ease of reference only and are not intended to be construed as part of this Deed and shall not be construed as part of this Deed and shall not affect the construction of this Deed.
- 2.5 Unless the context otherwise requires references to the singular shall include the plural and vice versa.

- 2.6 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.
- 2.7 A reference to any party shall include that party's personal representatives, successors in title or permitted assigns or any person deriving title through or under that party and in the case of the Council the successors to its respective statutory functions.
- 2.8 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.
- 2.9 The provisions of the Original Deed (as varied by the First Deed of Variation) in relation to its interpretation and in relation to statutory provisions, interests bound, disputes, liability notices and jurisdiction apply to this Deed except to the extent that they are expressly varied by this Deed.

3. **VARIATIONS TO THE ORIGINAL DEED (AS VARIED BY THE FIRST DEED OF VARIATION)**

- 3.1 The Parties agree that, except as varied by this Deed, the Original Deed (as varied by the First Deed of Variation) shall remain in full force and effect.
- 3.2 Nothing in this Deed affects the Council's powers in respect of any antecedent breach or omission in relation to the Original Deed (as varied by the First Deed of Variation).
- 3.3 The Parties agree that upon the date of this Deed the definitions of "Commencement of Development", "Construction Training Scheme" and "Occupied" in the Original Deed (as already varied by the First Deed of Variation) shall be deleted and replaced with the following definitions:

"Commencement of Development"	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
--------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------

	<p>Permission 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; - site survey works; - temporary access construction 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; - environmental site investigations; and - the provision, laying out or construction of the Pedestrian Access, and any works or operations in the course of providing, laying out or constructing the Pedestrian Access (including but not limited to forming new steps and the disabled platform lift, adapting the fencing, reinstating landscaping, and installing the access gate), <p>and "Commence", "Commencement" and "Commenced" shall be construed accordingly;</p>
"Construction Training Scheme"	<p>means a construction training scheme in respect of the Development (save for the Pedestrian Access) to the value of the Training Costs to be implemented by the Owner to fund, arrange and/or provide</p>

	construction training for workers and/or potential workers for the Development (save for the Pedestrian Access);
"Occupied"	<p>means occupation for any purpose for which Planning Permission has been granted but not including:</p> <ul style="list-style-type: none"> - occupation by personnel engaged in the construction or fitting out; - occupation for marketing purposes; - occupation for display purposes; - occupation for security purposes; and - use of the Pedestrian Access, <p>and "Occupation" and "Occupy" shall be construed accordingly;</p>

- 3.4 The Parties agree that upon the date of this Deed the phrase "(save for the Pedestrian Access)" shall be added after the words "the Development" at the end of paragraph 1 of Schedule 1 of the Original Deed (as varied by the First Deed of Variation) and in paragraphs 2, 3, 9, and 10.1 of Schedule 1 of the Original Deed (as varied by the First Deed of Variation).
- 3.5 The Parties agree that upon the date of this Deed the following definitions shall be added to the Original Deed (as varied by the First Deed of Variation):

"Access Plan"	means the plan numbered 1892-WD07 attached to this Deed at Appendix 7 hereto;
"Pedestrian Access"	means the pedestrian access from The Runway through the Site to the Odyssey Business Park, West End Road, South Ruislip, Middlesex HA4 6QE (including the associated steps, disabled platform lift, fencing landscaping and access gate) authorised by the Planning Permission (and any details approved pursuant to any conditions attached to

	the Planning Permission) or any future planning permission subsequently issued for the Development under section 73 of the 1990 Act (and any details approved pursuant to any conditions attached to such permission) and shown for illustrative purposes hatched red on the Access Plan;
--	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

- 3.6 The Parties agree that upon the date of this Deed a new Appendix 7 shall be added to the Original Deed (as varied by the First Deed of Variation) and the plan attached at Annex 1 to this Deed shall appear as though it had been originally annexed to Appendix 7 of the Original Deed (as varied by the First Deed of Variation).

4. STATUTORY PROVISION

This Deed is made pursuant to Sections 106 and 106A of the 1990 Act, Section 111 of the Local Government Act 1972, Section 16 of the Greater London Council (General Powers) Act 1974, Section 1 of the Localism Act 2011 and any other enabling powers, to the intent that it will bind the Owner and their successors in title to the Site.

5. COVENANTS TO THE COUNCIL

The Owner covenants to observe and perform the covenants, restrictions and obligations contained in the Original Deed (as varied by the First Deed of Variation) and as varied by this Deed.

6. REGISTRATION AS LOCAL LAND CHARGE

The covenants in the Original Deed (as varied by the First Deed of Variation) and as modified by this Deed are planning obligations for the purposes of Section 106 of the 1990 Act and are enforceable by the Council as provided in the Original Deed (as varied by the First Deed of Variation) and as modified by this Deed and the Council shall register this Deed in its register of Local Land Charges.

7. THIRD PARTIES

A person who is not a party to this Deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.

8. INVALIDITY OF CERTAIN PROVISIONS

If any of this Deed or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable the same shall be severable and the remainder of this Deed as to the application of such term to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Deed shall be valid and enforced to the fullest extent permitted by law.

9. CONFIRMATION

It is hereby declared by the Parties to this Deed saving and excepting for as is expressly provided for by the provisions of this Deed the covenants and provisions contained in the Original Deed (as varied by the First Deed of Variation) continue to have full force and effect.

10. COSTS

On or before the completion of this Deed the Owner shall pay to the Council the Council's reasonable legal costs in this matter.

11. VALUE ADDED TAX

- 11.1 All consideration given in accordance with the terms of this Deed shall be exclusive of any VAT properly paid.

12. JURISDICTION

This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

In witness whereof this document has been executed and delivered as a deed on the date first stated above.

ANNEX 1

Appendix 7 – Access Plan

This project falls under the Construction Design and Management Regulations 2015 whether domestic or commercial. As the client you have specific duties under these regulations. These duties are a legal requirement. For information on your responsibilities please go to www.HSE.gov.uk then CDM Regulations 2015.


KEY

Site Boundary

Area of pedestrian access

MEMBER OF
THE COUNCIL

[Signature]
AUTHORISED
OFFICER


 AUTHORISED
 OFFICER

Rev	Date	Amendments
-----	------	------------

bwp

bourne wood partnership

Client / Project:

LaSalle Investment Management
Eagle House, The Runway,
South Ruislip, HA4 6SE

Drawing Title:

Access Plan

Drawn By:

Date: Jan 2022

Scale:

Size: A1

1:200

A1

189

1

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

MEMBER OF THE COUNCIL

AUTHORISED OFFICER



Executed as a deed by *PAUL TOWN*

as attorney for **COAL PENSION
PROPERTIES LIMITED** in the
presence of:

[Signature] **CAROLINE STAKES**
Name of Witness and Signature

Hogan Lovells International LLP, Atlantic House,
Address *Holborn Viaduct, London, EC1A 2FG*

and by *HANNAH QUARTERMAN*

as attorney for **COAL PENSION
PROPERTIES LIMITED** in the
presence of:

[Signature] **CAROLINE STAKES**
Name of Witness and Signature

Hogan Lovells International LLP, Atlantic
Address *House, Holborn Viaduct, London, EC1A 2FG*

Appendix 9

ACCESS PLAN REF 1892-WD07

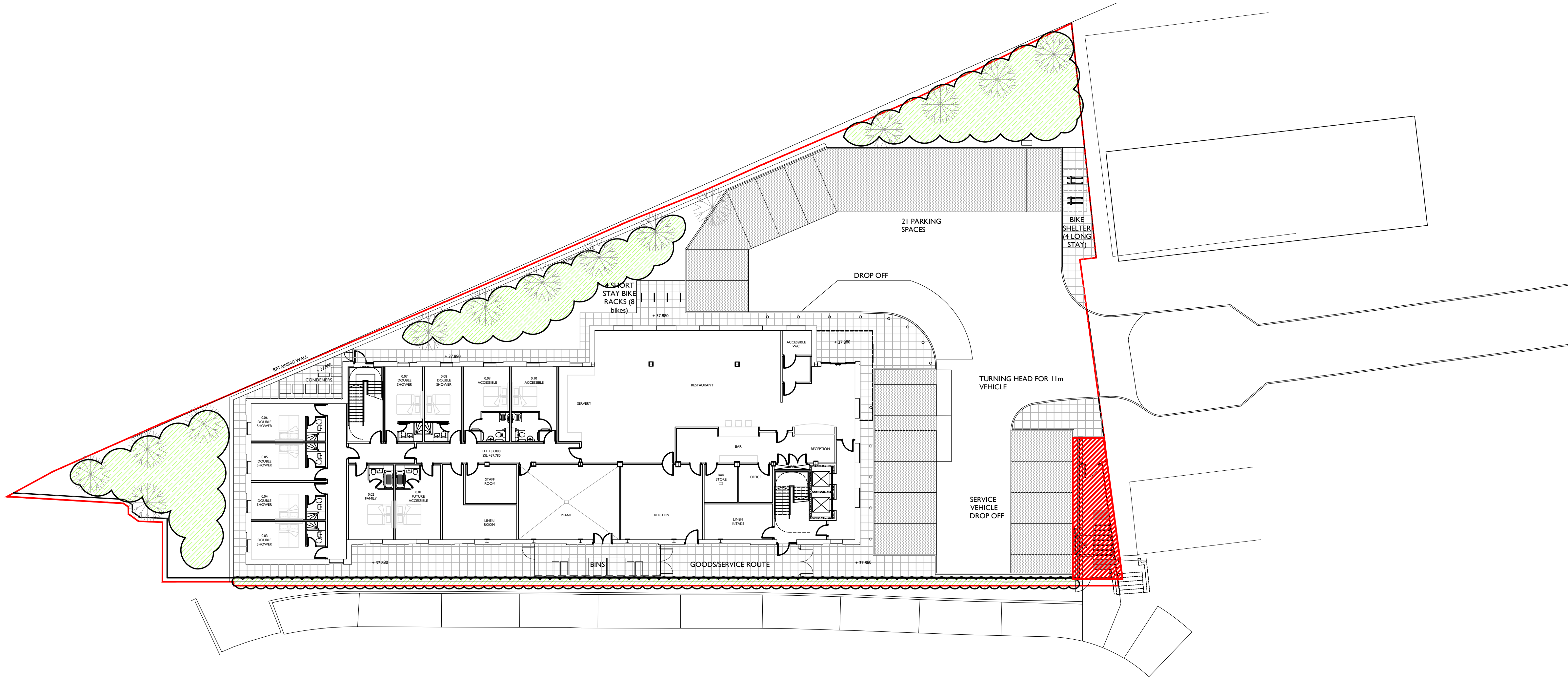
NOTE : This drawing is subject to copyright, no portion is to be used without prior consent. This scheme is subject to Town Planning, Building Regulations and all other necessary consents. Dimensions, Areas and levels where given are subject to a site survey and are to be checked on site prior to construction.

This project falls under the Construction Design and Management Regulations 2015 whether domestic or commercial. As the client you have specific duties under these regulations. These duties are a legal requirement. For information on your responsibilities please go to www.HSE.gov.uk then CDM Regulations 2015.

10m at 1:200

KEY

- Site Boundary
- Area of pedestrian access



Rev Date Amendments

bwp bourne wood partnership

SALISBURY HALL, LONDON COLNEY, ST ALBANS, HERTFORDSHIRE, AL2 1BU.
Tel: 01727 821587 Email: admin@bournepartnership.co.uk
www.bournewood.co.uk

Client / Project:

LaSalle Investment Management
Eagle House, The Runway,
South Ruislip, HA4 6SE

Drawing Title:

Access Plan

Drawn By:	Date:
	Jan 2022
Scale:	Size:
1:200	A1
Job / Drawing Number:	Revision:
1892-WD07	-

Project Management And Cost Control Of Construction Projects

Appendix 10

**EMAIL, COVERING LETTER, CIL ASSUMPTION OF
LIABILITY FORM AND COMMENCEMENT NOTICE,
DATED 9 MARCH 2022**

Wakako Hirose

From: Wakako Hirose
Sent: 09 March 2022 15:33
To: Community Infrastructure Levy; Ed Laughton
Subject: Ruislip, Eagle House - Assumption of Liability and Commencement Notice and Implementation of Planning Permission (ref: 2342/APP/2020/930)
Attachments: Ruislip - Eagle House - Letter 09.03.2022.pdf; Form 2 Assumption of Liability - Eagle House - 09.03.2022.pdf; Form 6 Commencement Notice - Eagle House - 09032022.pdf
Importance: High

Dear Sean/Ed

Further to our ongoing correspondence in respect of the above, please find attached the following:

- A covering letter on the commencement and implementation of planning permission;
- Assumption of Liability Form, and
- Commencement Notice Form.

I would be grateful for your acknowledgement of the letter and the Commencement Notice.

Kind regards

Wakako

Wakako Hirose
BA (Hons) DipTP MRTPI
Senior Associate
Town Planning
0207 255 8042
07876 030418



RAPLEYS LLP
66 St James's Street London SW1A 1NE
0370 777 6292 | www.rapleys.com
London | Birmingham | Bristol | Cambridge | Edinburgh | Huntingdon | Manchester





WH/22-00267

9 March 2022

Mr Sean Dell
Hillingdon Council
Civic Centre
Uxbridge
UB8 1UW

66 St James's Street
St James's
London
SW1A 1NE

0370 777 6292
info@rapleys.com
rapleys.com

LONDON
BIRMINGHAM
BRISTOL
CAMBRIDGE
EDINBURGH
HUNTINGDON
MANCHESTER

Dear Mr Dell

**Re: Eagle House, The Runway, Ruislip
Planning Permission (Ref: 2342/APP/2020/930) dated 20 January 2021 (the "S73 Permission") –
Implementation**

I act on behalf of Coal Pension Properties Limited (c/o LaSalle Investment Management) and refer to our correspondence in relation to the implementation of S73 Permission.

Background

The original planning permission (reference 2342/APP/2018/2294) (the "**Original Permission**") was granted, and an associated S106 Agreement was entered into, on 29 March 2019. All of the pre-commencement conditions attached to the Original Permission were subsequently discharged. Following this, a deed of variation to the S106 Agreement was entered into on 11 January 2021 and the S73 Permission, which varied the Original Permission, was granted on 20 January 2021. The S73 Permission does not contain any pre-commencement conditions as these were discharged under the Original Permission. A further deed of variation to the S106 Agreement was completed on 21 February 2022 (ref: 2342/APP/2021/4211).

Works to implement the S73 Permission

My client intends to commence the development permitted by the S73 Permission (the "Development"), and thereby implement the S73 Permission, by carrying out works in relation to the construction of the pedestrian access from The Runway through Eagle House to Odyssey Business Park.

The pedestrian access works will, in total, comprise:

- digging of a trench for the foundations for the new steps and the disabled platform lift;
- construction of the foundations for the new steps and the disabled platform lift;
- construction of new steps;
- installation of a disabled platform lift;
- adaptation of the fencing; and
- reinstatement of landscaping.

The works are shown on the drawing (refs: J9216-10C) approved by the S73 Permission and the drawings (refs: DLA-1929-L01-P08, DLA-1929-L-09-P02 and DLA-1929-L-10-PL02) pursuant to Condition 6 of the S73 Permission and as approved under the discharge of pre-commencement condition 6 of the Original Permission.

RAPLEYS LLP IS REGISTERED AS A LIMITED
LIABILITY PARTNERSHIP IN ENGLAND AND
WALES

REGISTRATION NO: OC308311

REGISTERED OFFICE:
UNIT 3A THE INCUBATOR THE BOULEVARD,
ENTERPRISE CAMPUS, ALCONBURY WEALD,
HUNTINGDON, PE28 4XA

REGULATED BY RICS

My client has appointed a contractor who is due to begin the above works on 16 March 2022 for a period of 10-12 weeks. By 28 March 2022, the digging of a trench of the foundations for the new steps and the disabled platform will have been well underway.

Section 106 obligations

The pedestrian access works will not trigger any obligations in the S106 Agreement dated 29 March 2019 (as amended).

Community Infrastructure Levy ("CIL") notices

As the works are due to begin on 16 March, I hereby submit a CIL Commencement Notice, with the commencement date of 16 March 2022, and an Assumption of Liability Notice. Please note that, in accordance with the operation of Regulation 3(a) of Part 2 of Schedule 1 of the Community Infrastructure Levy Regulations 2010, the Commencement Notice and Assumption of Liability Notice refer to the Original Permission (rather than the S73 Permission) as the Liability Notice we received refers to the Original Permission. However, as you are aware from the above, my client intends to implement the S73 Permission, not the Original Permission. I would be grateful if you could please acknowledge receipt of the Commencement Notice and Assumption of Liability Notice.

With regard to the issue of a CIL demand notice, I would be grateful if you could issue a copy addressed to Coal Pension Properties Limited C/O Scan Only Docs-Savills UK Ltd, PO Box 4843, Slough SL1 0BG, by email to sean.fitzpatrick@savills.com and cc wakako.hirose@rapleys.com.

Condition 1 attached to the S73 Permission requires the Development to be commenced by 28 March 2022. As such, we will submit photographic evidence of the works that have been carried out to commence the Development and implement the S73 Permission (namely the digging of a trench for the foundations) before 28 March.

I would be grateful for your acknowledgement of this letter.

Yours sincerely,

Wakako Hirose

Wakako Hirose (Mar 9, 2022 15:14 GMT)

Wakako Hirose

BA (Hons) DipTP MRTPI

Senior Associate - Town Planning

wakako.hirose@rapleys.com

07876 030418

cc. Mr Ed Laughton – Strategic Planning and Lead PPA Officer, Hillingdon Council

Community Infrastructure Levy (CIL) - Form 2: Assumption of Liability

This form should be used to assume liability prior to commencement of development.

Please note: This version of the form should only be used for submissions relating to planning applications in England. There is a legacy version of the form for use in Wales: [Download the legacy version of this form](#)

Please complete the form using block capitals and black ink and send to the Collecting Authority

See [Planning Practice Guidance for CIL](#) for guidance on CIL generally, including assuming liability.

Privacy Notice

This form is provided by Planning Portal and based on the requirements provided by Government for the sole purpose of submitting information to a Local Authority in accordance with the 'The Community Infrastructure Levy Regulations 2010 (as amended)'.

Please be aware that once you have downloaded this form, Planning Portal will have no access to the form or the data you enter into it (unless you choose to upload it to any Planning Portal online service in agreement with the relevant terms and conditions). Any subsequent use of this form is solely at your discretion, including the choice to complete and submit it to a Local Authority with the declaration section.

Upon receipt of this form and any supporting information, it is the responsibility of the Local Authority to inform you of its obligations in regards to the processing of this information. Please refer to its website for further information on any legal, regulatory and commercial requirements relating to information security and data protection of the information you have provided.

Description of Development

Planning Permission / Notice of Chargeable Development Reference:

2342/APP/2018/2294

Site address:

Eagle House, The Runway, Ruislip

Description of development:

The demolition of the existing building and the erection of a four storey hotel (Class C1), including ancillary restaurant/cafe/bar and associated car parking, servicing and landscaping and the provision of pedestrian access to Odyssey Business Park.

Section A: Assumption of Liability

If the liable party is a company, you must fill in the company name

Party A Assuming Liability

Title:	<input type="text"/>	First name:	<input type="text"/>
Last name:	<input type="text"/>		
Company:	<input type="text" value="Coal Pension Properties Limited"/>		
Position:	<input type="text"/>		
Company registration no: (where applicable)	<input type="text" value="00465783"/>		
Unit:	<input type="text"/>	House number:	<input type="text"/>
		House suffix:	<input type="text"/>
House name:	<input type="text"/>		
Address 1:	<input type="text" value="C/O LaSalle Investment Management"/>		
Address 2:	<input type="text" value="One Curzon Street"/>		
Address 3:	<input type="text"/>		
Town:	<input type="text" value="London"/>		
County:	<input type="text"/>		
Country:	<input type="text"/>		
Postcode:	<input type="text" value="W1J 5HD"/>		
Telephone number (mandatory)			
Country code:	National number:	Extension number:	
<input type="text"/>	<input type="text" value="07876030418"/>	<input type="text"/>	
Email address (optional):			
<input type="text" value="wakako.hirose@rapleys.com"/>			

Party B Assuming Liability

Title:	<input type="text"/>	First name:	<input type="text"/>
Last name:	<input type="text"/>		
Company:	<input type="text"/>		
Position:	<input type="text"/>		
Company registration no: (where applicable)	<input type="text"/>		
Unit:	<input type="text"/>	House number:	<input type="text"/>
		House suffix:	<input type="text"/>
House name:	<input type="text"/>		
Address 1:	<input type="text"/>		
Address 2:	<input type="text"/>		
Address 3:	<input type="text"/>		
Town:	<input type="text"/>		
County:	<input type="text"/>		
Country:	<input type="text"/>		
Postcode:	<input type="text"/>		
Telephone number (mandatory)			
Country code:	National number:	Extension number:	
<input type="text"/>	<input type="text"/>	<input type="text"/>	
Email address (optional):			
<input type="text"/>			

Party C Assuming Liability

Title:	<input type="text"/>	First name:	<input type="text"/>
Last name:	<input type="text"/>		
Company:	<input type="text"/>		
Position:	<input type="text"/>		
Company registration no: (where applicable)	<input type="text"/>		
Unit:	<input type="text"/>	House number:	<input type="text"/>
		House suffix:	<input type="text"/>
House name:	<input type="text"/>		
Address 1:	<input type="text"/>		
Address 2:	<input type="text"/>		
Address 3:	<input type="text"/>		
Town:	<input type="text"/>		
County:	<input type="text"/>		
Country:	<input type="text"/>		
Postcode:	<input type="text"/>		
Telephone number (mandatory)			
Country code:	National number:	Extension number:	
<input type="text"/>	<input type="text"/>	<input type="text"/>	
Email address (optional):			
<input type="text"/>			

Party D Assuming Liability

Title:	<input type="text"/>	First name:	<input type="text"/>
Last name:	<input type="text"/>		
Company:	<input type="text"/>		
Position:	<input type="text"/>		
Company registration no: (where applicable)	<input type="text"/>		
Unit:	<input type="text"/>	House number:	<input type="text"/>
		House suffix:	<input type="text"/>
House name:	<input type="text"/>		
Address 1:	<input type="text"/>		
Address 2:	<input type="text"/>		
Address 3:	<input type="text"/>		
Town:	<input type="text"/>		
County:	<input type="text"/>		
Country:	<input type="text"/>		
Postcode:	<input type="text"/>		
Telephone number (mandatory)			
Country code:	National number:	Extension number:	
<input type="text"/>	<input type="text"/>	<input type="text"/>	
Email address (optional):			
<input type="text"/>			

Agent Name and Address

Title:	<input type="text" value="Ms"/>	First name:	<input type="text" value="Wakako"/>
Last name:	<input type="text" value="Hirose"/>		
Company:	<input type="text" value="Rapleys LLP"/>		
Telephone number (mandatory)			
Country code:	National number:	Extension number:	
<input type="text"/>	<input type="text" value="07876030418"/>	<input type="text"/>	
Email address (optional):			
<input type="text" value="wakako.hirose@rapleys.com"/>			

Unit:	<input type="text"/>	House number:	<input type="text"/>
		House suffix:	<input type="text"/>
House name:	<input type="text"/>		
Address 1:	<input type="text" value="66 St James's Street"/>		
Address 2:	<input type="text"/>		
Address 3:	<input type="text"/>		
Town:	<input type="text" value="London"/>		
County:	<input type="text"/>		
Country:	<input type="text"/>		
Postcode:	<input type="text" value="SW1A 1NE"/>		

Declaration

I/we hereby assume liability for the Community Infrastructure Levy Charge for the above development. Where assuming liability on behalf of a company, I confirm that I am authorised to do so. I/we understand that I/we must submit a commencement notice in order to secure the 60 day payment window or such time as the charging authority has allowed in its current payment instalments policy, as per the requirements of the Community Infrastructure Levy Regulations (2010) as amended. I/we am/are aware of the surcharges I/we will incur if I/we do not follow the correct procedures for paying the CIL charge. I/we understand any communication and actions by the collecting authority to pursue me/us for the assumed liability will be copied to the site land owners (as defined in CIL regulations)

Name - A Party Assuming Liability:

Date (DD/MM/YYYY):

Coal Pension Properties Limited

09/03/2022

Name - B Party Assuming Liability:

Date (DD/MM/YYYY):

Name - C Party Assuming Liability:

Date (DD/MM/YYYY):

Name - D Party Assuming Liability:

Date (DD/MM/YYYY):

Or Name - Agent:

Date (DD/MM/YYYY):

Wakako Hirose

09/03/2022

Under regulation 37(2) of the Community Infrastructure Levy Regulations (2010) as amended, where two or more persons have assumed liability to pay CIL in respect of a chargeable development they shall each be jointly and severally liable to pay any CIL payable in respect of that chargeable development.

It is an offence for a person to knowingly or recklessly supply information which is false or misleading in a material respect to a charging or collecting authority in response to a requirement under the Community Infrastructure Levy Regulations (2010) as amended (regulation 110, SI 2010/ 948). A person guilty of an offence under this regulation may face unlimited fines, two years imprisonment, or both.

Community Infrastructure Levy (CIL) - Form 6: Commencement Notice

This notice must be received by the Collecting Authority prior to commencing your development.

Failure to do so may result in you losing the ability to pay the levy in instalments and you may also incur a surcharge.

Please note: This version of the form should only be used for submissions relating to planning applications in England.

There is a legacy version of the form for use in Wales: [Download the legacy version of this form](#)

Please note the following if you have obtained, or intend to obtain, an exemption or relief from the levy

If your CIL liability notice, or revised CIL liability notice, was issued prior to 1 September 2019:

If you have received an exemption or relief from the levy, failure to submit this form, and for it to be received by the collecting authority, prior to commencing your development will nullify that exemption or relief and make you liable for the levy.

If your CIL liability notice, or revised CIL liability notice, was issued on or after 1 September 2019:

If you have received an exemption or relief from the levy, failure to submit this form, and for it to be received by the collecting authority, prior to commencing your development will result in a surcharge being applied by the collecting authority equal to 20% of the notional chargeable amount or £2,500, whichever is the lower amount (or, if you received exceptional circumstances relief from the levy, may result in the surcharge being applied).

Please complete the form using block capitals and black ink and send to the Collecting Authority.

See [Planning Practice Guidance for CIL](#) for guidance on CIL generally, including "what is a Commencement Notice and when it is issued".

Privacy Notice

This form is provided by Planning Portal and based on the requirements provided by Government for the sole purpose of submitting information to a Local Authority in accordance with the 'The Community Infrastructure Levy Regulations 2010 (as amended)'.

Please be aware that once you have downloaded this form, Planning Portal will have no access to the form or the data you enter into it (unless you choose to upload it to any Planning Portal online service in agreement with the relevant terms and conditions). Any subsequent user of this form is solely at your discretion, including the choice to complete and submit it to a Local Authority in agreement with the declaration section.

Upon receipt of this form and any subsequent information, it is the responsibility of the Local Authority to inform you of its obligations in regards to the processing of this information. Please refer to its website for further information on any legal, regulatory and commercial requirements relating to information security and data protection of the information you have provided.

Details of Development

A: Planning Application reference /
Notice of Chargeable Development:

2342/APP/2018/2294

B: Development Commencement Date:

16/03/2022

C: Liability Notice reference:

CIL/2455

Development permitted by A will commence on B. This will trigger the levy liability described in C.

Site address:

Eagle House, The Runway, Ruislip

Description of development:

The demolition of the existing building and the erection of a four storey hotel (Class C1), including ancillary restaurant/cafe/bar and associated car parking, servicing and landscaping and the provision of pedestrian access to Odyssey Business Park.

Details of person sending this notice

Title:	Ms	First name:	Wakako
Last name:	Hirose		
Address 1:	Rapleys LLP		
Address 2:	66 St James's Street		
Address 3:			
Town:	London		
County:			
Country:	United Kingdom		
Postcode:	SW1A 1NE		
Telephone number			
Country code:	National number:	Extension number:	
	07876030418		
Email address (optional):	wakako.hirose@rapleys.com		
Please state your interest in the site:			
<input type="checkbox"/> Liable Party <input type="checkbox"/> Landowner <input type="checkbox"/> Applicant <input checked="" type="checkbox"/> Agent			
Other (please give details) <input type="text"/>			

Details of collecting authority to whom the notice is being sent

Title:	Mr	First name:	Sean
Last name:	Dell		
Address 1:	Hillingdon Council		
Address 2:	3N Civic Centre		
Address 3:	High Street		
Town:	Uxbridge		
County:			
Country:	United Kingdom		
Postcode:	UB8 1UW		
Telephone number			
Country code:	National number:	Extension number:	
	01895 250 230		
Email address (optional):	CIL@Hillingdon.gov.uk		

Declaration

By signing this declaration:

- I acknowledge that if the intended date of commencement changes, failure to notify the CIL collecting authority before development commences of this date with a new commencement notice will result in the CIL amount being due for payment in full on the date of commencement.
- I also acknowledge that failure to notify the CIL collecting authority of the intended date of commencement by submitting a commencement notice in advance of this date will result in the CIL collecting authority imposing a surcharge of 20% of the amount of CIL due for payment, up to a maximum of £2,500 (the surcharge is discretionary in respect of exceptional circumstances relief).
- I also confirm my understanding that:
 - If my Liability or Revised Liability Notice for CIL was issued before 1 September 2019; **and**
 - If I have either been granted an exemption or relief from the levy, or will be seeking an exemption or relief from the levy (which I understand must be granted prior to commencement of the development)

That failure to notify the CIL collecting authority of the intended date of commencement by submitting a commencement notice in advance of this date will nullify any exemption or relief I have previously obtained, and make me liable for the levy (except in respect of exceptional circumstances relief), and that a surcharge may also be applied.

- I confirm that a copy of this notice has been served on all persons known to me as an owner of the land on which the chargeable development will be built.

For the purpose of CIL, an owner is an owner of a freehold interest in the relevant land or a leasehold interest in the relevant land of 7 years or more from the date planning permission first permits the chargeable development.

Signed:	Date (DD/MM/YYYY):
Wakako Hirose on behalf of Coal Pension Properties Ltd	09/03/2022

It is an offence for a person to knowingly or recklessly supply information which is false or misleading in a material respect to a charging or collecting authority in response to a requirement under the Community Infrastructure Levy Regulations (2010) as amended (regulation 110, SI 2010/ 948). A person guilty of an offence under this regulation may face unlimited fines, two years imprisonment, or both.