

DATED

21 May

2024

FF PROPCO 2 LIMITED

and

ZORIN AVENUE LENDCO 5 LIMITED

and

MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HILLINGDON

**PLANNING OBLIGATION BY DEED PURSUANT TO SECTION 106
OF THE TOWN AND COUNTRY PLANNING ACT 1990 AND ALL OTHER
ENABLING POWERS**

**RELATING TO THE DEVELOPMENT OF LAND AT
HYATT PLACE, 27 UXBRIDGE ROAD, HAYES, UB4 0JN
PLANNING APPLICATION NUMBER: 2385/APP/2022/2952**

**Planning & Corporate Team
London Borough of Hillingdon
Civic Centre, High Street
Uxbridge, Middlesex
Ref: 3E/04/NH/022134**

THIS PLANNING OBLIGATION BY DEED is dated

21 May

2024

and is made **BETWEEN**:

1. **FF PROPCO 2 LIMITED** (company number: 13995829) a company incorporated in England and Wales whose registered office is situated at Fieldfisher Riverbank House, 2 Swan Lane, London, United Kingdom, EC4R 3TT ("the **Owner**");
2. **ZORIN AVENUE LENDCO 5 LIMITED** (company number: 14232582) whose registered office is situated at 8th Floor, 100 Bishopsgate, London, EC2N 4AG ("the **Mortgagee**"); and
3. **MAYOR AND BURGESSES OF 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 and the local highways authority for the purposes of the 1980 Act in respect of the Site and by whom the obligations in this Agreement are enforceable.
- (B) The Owner is the freehold owner of the Site registered under Title Numbers AGL44612 and MX282006 at HM Land Registry.
- (C) The leasehold under Title Number AGL369728 at HM Land Registry has been surrendered pursuant to a Deed of Surrender dated 10th January 2023 made between (1) Magill Investments Limited and (2) Hayes Gate House Limited.
- (D) The leasehold under Title Number MX462186 at HM Land Registry is an electrical substation lease held by SSE Services PLC who are not a party to this Agreement as under clause 4.7.3 the covenants, restrictions and requirements contained in this Agreement shall not be binding upon nor enforceable against any statutory undertaker or other person who acquires any part of the Site or an interest in it for the purposes of the supply of utilities.
- (E) On 24th September 2022, the Owner submitted the Planning Application to the Council for the Planning Permission to carry out the Development. The Council validated the application on 26th September 2022.
- (F) The Council resolved at its Major Applications Planning Committee meeting on 18th May 2023 to delegate authority to determine the Planning Application to the Head of Planning, Transportation & Regeneration subject to the prior completion of this Agreement.

- (G) The Council has considered the provisions of the development plan and taken into account planning considerations affecting the Site and considers that in the interests of the proper planning of its area the Development of the Site ought to only be permitted subject to the terms of this Agreement and for that purpose the Parties are willing to enter into this Agreement.
- (H) The Parties enter into this Agreement to secure the planning obligations contained within it and to enable the Council to grant the Planning Permission for the Development.
- (I) The Parties to this Agreement wish to secure the obligations and restrictions contained herein and are satisfied, for the purposes of Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended), that they are necessary to make the Development acceptable in planning terms, directly related to the Development, fairly and reasonably related in scale and kind to the Development and are reasonable in all other respects and as such enforceable by the Council.

THIS DEED WITNESSES AS FOLLOWS:-

OPERATIVE PROVISIONS

1. INTERPRETATION

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

"1980 Act"	means the Highways Act 1980 (as amended);
"1990 Act"	means the Town and Country Planning Act 1990 (as amended);
"Active Travel Zone Contribution"	means a payment of one hundred and sixty thousand pounds (£160,000) towards active travel zone improvements in the vicinity of the Site in accordance with Schedule 9 ;
"Agreement"	means this deed of agreement;
"Air Quality Contribution"	means the Index Linked sum of two hundred and sixty-eight thousand six hundred and ninety-eight pounds (£268,698) to be paid by the Owner to the Council in accordance with Schedule 3 as a contribution towards initiatives to improve air quality in the Authority's Area including (but not limited to): (a) Use of low emission fuel technology and other measures to reduce emissions;

	<p>(b) Tree and other planting;</p> <p>(c) Restrictions on certain types of vehicles;</p> <p>(d) Use of cleaner fuels on energy and heating;</p> <p>(e) Use of combined heat and power and community heating systems; and</p> <p>(f) Environmental management systems and air quality strategy;</p>
"Auditor"	means a suitably qualified, experienced and independent person nominated by the Owner and approved in writing by the Council for the purpose of verifying the results of Monitoring;
"Authority's Area"	means the administrative area of the Council;
"Car"	means a four-wheeled motor vehicle;
"Carbon Dioxide Emissions Reduction Target"	means achieving reductions (to regulated carbon dioxide emissions) of 100% (one hundred per cent) in respect of the Development beyond the carbon dioxide improvements baseline contained within Part L of the Building Regulations 2013;
"Carbon Offset Contribution"	means (if payable) the sum to be paid by the Owner to the Council in accordance with paragraph 1 of Schedule 2 and to be calculated in accordance with the Carbon Offset Contribution Calculation and approved within the Updated Energy Strategy to be submitted to discharge condition 4 of the Planning Permission;
"Carbon Offset Contribution Calculation"	<p>means the following calculation:</p> <p>Carbon Offset Contribution = Residual Carbon Dioxide Emissions x Price of Carbon (£) x Offset Period</p> <p>Where:</p> <p>Residual Carbon Dioxide Emissions: the actual shortfall in achieving the Carbon Dioxide Emissions Reduction Target (expressed in tonnes CO₂/year);</p> <p>Price of Carbon: £95 (ninety five pounds) charged per tonne of residual regulated carbon dioxide from the Development; and</p> <p>Offset Period: a period of 30 (thirty) years;</p>
"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 Permission but (for

	<p>the purposes of this Agreement) excluding operations consisting of:</p> <ul style="list-style-type: none"> (a) site clearance; (b) demolition (provided always that such works do not relate to any listed building within the Site); (c) archaeological investigations and works; (d) ground investigations; (e) site survey works; (f) temporary access construction works; (g) preparatory or remediation works; (h) works for the laying termination or diversion of services; (i) the erection of any temporary means of enclosure or site notices; (j) decontamination works; (k) erection of any fences and hoardings around the Site; and (l) environmental site investigations, <p>and Commence and Commenced shall be construed accordingly;</p>
"Commercial Floorspace"	means the floorspace of flexible uses within Use Classes E(g)(ii) and E(g)(iii) at ground and first floor level forming part of the Development pursuant to the Planning Permission;
"Community Investment Programme"	means a Community Investment Programme provided by the Owner which will work to deliver real social value to the Hayes community based on but not restricted to the principles within the Framework Community Investment Programme. This will include: Accelerator programme for students and start-up businesses twice a year in the industrial incubator space. This will be held at the hotel and jointly funded by the Owner and the university with academics from Brunel University training up graduates and start up businesses. Quarterly event with hotel guests and local residents to attend Minet Park cycling clubhouse focusing on cyclists safety and management in the area. Free use of spaces for local community groups in the hotel each month. Communal supper and evening event to be funded and hosted by the operator at the hotel once every 6 months;
"Construction Period"	means from the point at which contractors Commence on the Site until Practical Completion of the Development;
"Construction Training Contribution"	means (if payable) the sum calculated in accordance with the Planning Obligations SPD as at the date of this Agreement and to be provided in accordance with Schedule 5 and equating to the Training Costs plus the Co-ordinator Costs, which shall be

	used by the Council towards construction training courses delivered by recognised providers and the provision of a construction work place co-ordinator within the Authority's Area;
"Construction Training Scheme"	means a construction training scheme in respect of the Development to the value of the Training Costs to be implemented by the Owner to fund, arrange and/or provide construction training for workers and/or potential workers during the Construction Period of the Development;
"Contributions"	means together the Air Quality Contribution, the Carbon Offset Contribution, the Construction Training Contribution, the Parking Management Contribution, the Active Travel Zone Contribution and the Hotel Management Strategy Contribution, and Contribution shall mean any one of them;
"Co-ordinator Costs"	<p>means (if any):</p> <p>(a) a sum to be agreed with the Council and the Owner in the event the Owner implements the Construction Training Scheme, such amount to reflect the reasonable co-ordination and monitoring costs of the Council in respect of the Construction Training Scheme; or</p> <p>(b) only in the event that the Construction Training Contribution becomes payable in accordance with paragraphs 7 or 8 of Schedule 5, a sum calculated using the formula as prescribed within the Planning Obligations SPD as at the date of this Agreement:</p> <p><i>"Co-ordinator Costs" to be agreed but is assumed as size of development as a % of work placement co-ordinator threshold size x total cost of work place co-ordinator. One full time post, estimated at £71,675 p.a. (based on typical salary with on-costs, training budget and promotion budget) would be required for commercial schemes of 7,500 square metres or residential developments of 160 units or more. The length of the post would depend on the length of period that placements would be required to the development;</i></p>
"Head of Planning Regeneration and Public Realm"	means the Council's Interim Head of Planning Regeneration and Public Realm or such person as the Council designates as undertaking this role;
"Development"	means the partial demolition of the existing building, followed by refurbishment, side extensions and upwards extensions, alongside erection of perimeter blocks around a podium level, to increase hotel capacity (Class C1) whilst introducing

	industrial uses (Class E(g)(ii) and E(g)(iii)) at ground and first floor level pursuant to the Planning Permission;
"Form PO1"	means the form in the substantial format attached at Appendix 1 ;
"Framework Community Investment Programme"	means the document titled "Community Investment Programme" prepared by Infinite submitted in April 2023 as part of the Planning Application;
"Framework Travel Plan"	means the travel plan (Revision A) prepared by Caneparo Associates dated December 2022 submitted as part of the Planning Application;
"Highway Agreement"	means one or more highway agreements to be entered into by the Owner and the Council under Section 38 and/or Section 278 of the Act 1980 if appropriate and necessary;
"Highway Works"	means the highway works set out in Paragraph 6 of Schedule 6 of this Agreement and as shown indicatively on Plan 2;
"Hospitality Training Strategy"	means a strategy detailing the hospitality training to be provided in relation to the Development, including but not limited to apprenticeships and on-the-job training for young people interested in pursuing a career in the hospitality industry;
"Hotel Management Strategy"	means the hotel management strategy submitted with the Planning Application or such updated version as may be agreed in writing with the Council from time to time;
"Hotel Management Strategy Contribution"	means the sum of £20,000 (twenty thousand pounds) to be paid to the Council for the monitoring of the Hotel Management Strategy;
"Index Linked"	means index linking of the Contributions specified in this Agreement to be increased from the date of this Agreement to the date the payment is due under this Agreement by reference to the RPI PROVIDED THAT if the RPI ceases to be compiled and published the said formula shall be applied mutatis mutandis (so far as it concerns periods after the RPI has ceased to be compiled and published) by reference to such other index or publication as may be agreed from time to time by the Council and the Owner;
"Interest"	means the rate of interest being 3% above the base lending rate of the Bank of England from time to time, such interest to be apportioned on a daily basis;

"Monitoring"	means a survey of occupiers/employees/users of the Commercial Floorspace, being persons making the journey to/from the Commercial Floorspace, using a questionnaire in a form supplied or approved by the Council with the object of ascertaining the modes of transport used by such persons when travelling to/from the Commercial Floorspace (or any alternative method of achieving that object approved in writing by the Council from time to time);
"Monitoring Period"	means the period of up to a maximum of five (5) years beginning on first Occupation of the Commercial Floorspace;
"Occupied"	means occupation of the Development 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/or for security purposes and Occupation and Occupy shall be construed accordingly;
"Parking Management Scheme Contribution"	means the Index Linked sum of ten thousand pounds (£10,000) to be provided in accordance with Schedule 1 as a contribution towards consulting and implementing an extension to the parking management scheme to include the Site and surrounding areas in the vicinity of the Site including Springfield Road;
"Parties"	means the Council, the Owner and the Mortgagee and Party shall be construed accordingly;
"Plan 1"	means the plan showing the Site for identification purposes only edged red attached to this Agreement at Appendix 2 ;
"Plan 2"	means the plan indicatively showing the Highway Works attached to this Agreement at Appendix 2 (or as may be amended by written agreement with the Council);
"Planning Application"	means the application for full planning permission under the Council's Planning Reference to carry out the Development of the Site;
"Planning Obligations SPD"	means the Council's Planning Obligations Supplementary Planning Document dated July 2014;
"Planning Permission"	means the planning permission to be granted in pursuance of the Planning Application substantially in the form of the draft permission at Appendix 3 ;

"Planning Reference"	means planning reference 2385/APP/2022/2952;
"Practical Completion"	means the issue of a certificate in accordance with a works or building contract certifying that practical completion has taken place in respect of the construction of a unit or where relevant of the Development pursuant to the Planning Permission and Practically Complete shall be construed accordingly;
"Project Management and Monitoring Fee"	means the sum equivalent to a maximum of five percent (5%) of the total Contributions to be used by the Council for its reasonable costs incurred in administering, monitoring, reviewing and implementing this Agreement;
"RPI"	means the Retail Price All Items Index published monthly by the Office for National Statistics or, if the Retail Price All Items Index is no longer maintained, such replacement or alternative index as may be agreed from time to time by the Council and the Owner;
"Significant Under-Performance"	means where delivery of the total outputs specified in the Construction Training Scheme is less than fifty percent (50%) of the specified target;
"Site"	means the property known as Hyatt Place, 27 Uxbridge Road, Hayes, UB4 0JN as shown for identification purposes only edged red on Plan 1 ;
"Specified Date"	means the date upon which a Contribution becomes payable under this Agreement;
"Targets"	means the targets for achieving a decrease in the proportion of persons travelling to and from the Development by driver-only private Car to using more sustainable modes of transport (where modes of transport including but not limited to walking, cycling, car share or the use of public transport are more sustainable than using a driver-only private Car) as calculated in the Travel Plan which shall be submitted to and approved by the Council for the Development;
"Training Costs"	<p>means the sum calculated using the following formula as prescribed within the Planning Obligations SPD as at the date of this Agreement:</p> <p><i>"£2,500 (two thousand five hundred pounds) for every £1,000,000 (one million pounds) worth of construction costs for the Development. Based on the average cost of training for one person on an NVQ construction course at college";</i></p>

"Travel Plan"	means a plan to be provided and adopted by the Owner as approved in writing by the Council (or such updated plan as may be agreed in writing with the Council from time to time) based on but not restricted to the principles within the Framework Travel Plan to encourage means of travel to and from the Development other than by the driver-only private Car in accordance with Schedule 4 ;
"Travel Plan Bond"	means the bond in the sum of twenty thousand pounds (£20,000) to secure compliance with the obligations in Schedule 4 and the objectives of the Travel Plan;
"Travel Plan Co-ordinator"	means the person or persons to be appointed by the Owner to act as co-ordinator of the Travel Plan who shall be responsible for the implementation, monitoring and progress reporting of the Travel Plan for a period of not less than the Monitoring Period in order to achieve the objectives of the Travel Plan;
"VAT"	means value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax; and
"Working Day"	means any day except Saturday, Sunday and any bank or public holiday and Working Days shall be construed accordingly.

1.2 In this Agreement:

- 1.2.1 the clause headings do not affect its interpretation;
- 1.2.2 unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and words denoting any one gender shall include all genders and words denoting persons shall include bodies corporate, unincorporated associations and partnerships;
- 1.2.3 a reference to any Party shall include that Party's personal representatives, successors and permitted assigns and in the case of the Council the successors to its respective statutory functions;
- 1.2.4 unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;

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

- 1.2.14 where two or more people form a Party to this Agreement, the obligations they undertake may be enforced against them jointly or against each of them individually.

2. LEGAL BASIS

- 2.1 This Agreement is made pursuant to section 106 of the 1990 Act. To the extent that they fall within the terms of section 106 of the 1990 Act, the obligations contained in this Agreement are planning obligations for the purposes of section 106 of the 1990 Act and are enforceable by the Council as local planning authority against the Owner.
- 2.2 To the extent that any of the obligations contained in this Agreement are not planning obligations within the meaning of the 1990 Act, they are entered into pursuant to the powers contained in section 111 of the Local Government Act 1972, section 16 of the Greater London Council (General Powers) Act 1974, section 2 of the Local Government Act 2000, section 1 of the Localism Act 2011 and all other enabling powers with the intent that it will bind the Owner and its successors in title to the Site.

3. CONDITIONALITY

- 3.1 The obligations contained in Clauses 5 and 7.2 and the Schedules to this Agreement are subject to and conditional upon:
- (i) the grant of the Planning Permission; and
 - (ii) Commencement of the Development.
- 3.2 All other parts of this Agreement shall be of immediate force and effect unless otherwise stated.

4. MISCELLANEOUS

- 4.1 Nothing contained or implied in this Agreement shall prejudice or affect the rights, powers, duties and obligations of the Council in exercise of their functions as local planning authority and their rights, powers, duties and obligations under all public and private statutes, bylaws and regulations may be as fully and effectually exercised as if the Council were not a Party to this Agreement.
- 4.2 Nothing in this Agreement prohibits or limits the right to develop any part of the Site in accordance with a planning permission, other than one relating to the Development as specified in the Planning Application, granted after the date of this Agreement, whether or not pursuant to an appeal.

- 4.3 No waiver (whether express or implied) by the Council of any breach or default by the Owner in performing or observing any of the covenants undertakings obligations or restrictions contained in this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said covenants undertaking or obligation from acting upon any subsequent breach or default in respect of the Owner.
- 4.4 Nothing in this Agreement shall be construed as a grant of planning permission.
- 4.5 Unless expressly agreed otherwise in this Agreement, the covenants in this Agreement shall be enforceable without any limit of time against the Owner and any successors in title to the Site and assigns of the Owner in an interest or estate to the Site or any part or parts of the Site as if that person had also been an original covenanting Party in respect of the interest or estate for the time being held by that person.
- 4.6 No Party to this Agreement nor its successors in title nor any person deriving title from or under them shall be liable for any breach of any of the planning obligations or other obligations contained in this Agreement after it shall have parted with its interest in the whole of the Site (or part of the Site in respect of which such breach occurs) but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 4.7 The covenants, restrictions and requirements contained in this Agreement shall not be binding upon nor enforceable against:
- 4.7.1 individual tenants, occupiers, operators and users of the Development to be constructed on the Site pursuant to the Planning Permission;
 - 4.7.2 any mortgagee of a person identified pursuant to clause 4.7.1 above; and
 - 4.7.3 any statutory undertaker or other person who acquires any part of the Site or an interest in it for the purposes of the supply of utilities including electricity, gas, water, telecommunications, broadband and other media or highways or drainage in connection with the Development of the Site.
- 4.8 This Agreement shall cease to have effect and the Council will immediately cancel all entries made in the Register of Local Land Charges in respect of this Agreement 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.

- 4.9 Insofar as any clause, clauses, provision or provisions of this Agreement are found (for whatever reason) to be invalid, illegal or unenforceable then such invalidity, illegality or unenforceability shall not affect the legality, validity or enforceability of the remainder of the Agreement shall be unaffected.
- 4.10 In the event that the planning obligations contained in this Agreement being modified a note or memorandum thereof shall be endorsed upon this Agreement.
- 4.11 In the event that any new planning permission(s) are granted by the Council pursuant to Section 73 of the 1990 Act and unless otherwise agreed between the Parties:-
- 4.11.1 the obligations in this Agreement shall relate to and bind any subsequent planning permission(s) in respect of the Site granted pursuant to Section 73 of the 1990 Act and the Site itself; and
- 4.11.2 the definitions of Application, Development and Planning Permission in this Agreement shall be construed to include reference to any application under Section 73 of the 1990 Act, the planning permission(s) granted thereunder and the development permitted by such subsequent planning permission(s); and
- 4.11.3 this Agreement shall be endorsed with the following words in respect of any future Section 73 application:-

"The obligations in this Agreement relate to and bind the Site in respect of which a new planning permission referenced [] has been granted pursuant to Section 73 of the Town and Country Planning Act 1990 (as amended)"

PROVIDED THAT nothing in this clause shall fetter the discretion of the Council in determining any application(s) under Section 73 of the 1990 Act or the appropriate nature and or quantum of Section 106 obligations in so far as they are materially different to those contained in this Agreement and required pursuant to a determination under Section 73 of the 1990 Act whether by way of a new agreement or supplemental agreement pursuant to Section 106 of the 1990 Act.

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

5. THE OWNER'S PLANNING OBLIGATIONS

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

6. THE COUNCIL'S COVENANTS

- 6.1 The Council covenants with the Owner to observe and perform its obligations contained in this Agreement.
- 6.2 The Council shall as soon as is reasonably practicable from the date hereof and in any event within three (3) Working Days grant the Planning Permission.

7. COSTS

- 7.1 The Owner hereby covenants with the Council that on completion of this Agreement it will pay the Council's reasonable and proper legal costs, together with all disbursements, incurred in connection with the negotiation, preparation, completion and registration of this Agreement.
- 7.2 Prior to or on Commencement of Development the Owner will pay to the Council the Project Management and Monitoring Fee. For the avoidance of doubt the Project Management and Monitoring Fee shall be paid in addition to the costs referred to in clause 7.1 above.

8. REGISTRATION OF AGREEMENT AND DISCHARGE

- 8.1 The Owner recognises and agrees that the covenants in this Agreement shall be treated and registered as local land charges for the purposes of the Local Land Charges Act 1975.
- 8.2 Following the performance and satisfaction of all the obligations contained in this Agreement the Council shall immediately cancel all entries made in the Register of Local Land Charges in respect of this Agreement.

9. RIGHT OF ACCESS

- 9.1 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 (subject to compliance with any relevant health and safety legislation and policy and the Owner's health and safety rules and regulations for the Site and reasonable prior notice).

10. ARBITRATION

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

- 10.1.1 the tribunal shall consist of one arbitrator appointed jointly by the Parties;
- 10.1.2 in default of the Parties' agreement as to the arbitrator, the arbitrator shall be appointed on any Party's request by the President for the time being of the Royal Institution of Chartered Surveyors;
- 10.1.3 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);
- 10.1.4 the seat of the arbitration shall be London;
- 10.1.5 the decision of the arbitrator (other than in the case of manifest error) shall be binding on the Parties.

11. THIRD PARTIES

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

12. NOTICES

- 12.1 All notices served under or in connection with this Agreement shall be deemed to have been properly served if sent by delivered personally or recorded delivery to the principal address or registered office (as appropriate) of the relevant Party;
- 12.2 Any notice to be served under or in connection with this Agreement shall be sent to the:
 - a) Interim Head 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 Agreement; and
 - b) The Owner at 14 Bedford Square, London, WC1B 3JA marked for the attention of Karim Khimji; and
 - c) The Mortgagee at 8th Floor 100 Bishopsgate, London EC2N 4AG, marked for the attention of the Directors, with a copy to the Loan Services – Zorin Finance Limited at 1 Knightsbridge Green, London, SW1X 7QA and marked for the attention of Luke Townsend and Benoit Vanpoperinghe.

13. 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 Interim Head of Planning Regeneration and Public Realm, 3 North, London Borough of Hillingdon, High Street Uxbridge UB8 1UW and shall cite the Planning Reference.

14. 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 Site occurring before all of the obligations under this Agreement have been discharged (such notice to give details of the transferee's full name and registered office) together with the area of the Site or unit of occupation purchased by reference to a plan and the Section 106 Reference.

15. CONTRIBUTIONS

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

- (a) the Contributions due under this Agreement shall be delivered to the person and address specified in clause 12 above;
- (b) pursuant to the Local Government Act 2003, the Council shall be at liberty to charge the Contributions to a Council revenue account and for the avoidance of doubt it is agreed and declared that this shall be without prejudice to the Council's right to apply the Contributions or any part or parts thereof to revenue purposes or to capital purposes or partly to the one and partly to the other.

15.2 Where any sum is paid for a particular purpose in accordance with this Agreement the Council shall not use the payment otherwise than for that purpose or for such other purpose as the Owner (at its absolute discretion) and the Council may agree in writing.

15.3 The Council shall hold the Contributions in an interest-bearing account.

15.4 In the event that the Contributions or any element or part of the Contributions remain unspent or committed unconditionally to be spent within seven (7) years after the date on which the relevant Contribution was paid to the Council, then the Council shall within twenty eight (28) days of a written demand return to the Owner the unexpended or uncommitted (as the case may be) part of the Contributions (with any accrued interest).

16. INDEXATION

The Owner agrees with the Council that where a sum payable by the Owner under this Agreement is specified as Index Linked then that sum shall be Index Linked from the date of this Agreement to the Specified Date.

17. INTEREST

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

18. VAT

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

17.2 The Owner hereby acknowledges and agrees that if at any time VAT is required to be paid in respect of the Site and the Contributions then to the extent that VAT had not been previously charged in respect of that payment the Council shall have the right to issue a VAT invoice to the Owner and the VAT shall be paid accordingly and the Owner will be entitled to valid VAT receipts in respect of any vatable supplies properly incurred under this Agreement.

19. JURISDICTION

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

20. MORTGAGEE'S CONSENT

The Mortgagee acknowledges and declares that this Agreement has been entered into by the Owner with its consent and that the Site shall be bound by the obligations contained in this Agreement and that the security of its charge over the Site shall take effect subject to this Agreement PROVIDED THAT the Mortgagee (any mortgagee or chargee who from time to time shall have the benefit of a charge or mortgage over or registered against any part or parts of the Site) shall otherwise have no liability under this Agreement unless and until it becomes mortgagee in possession of the Site or part of the Site (the "Relevant Part") in which case it too will observe and perform and be bound by the obligations of the Owner under this Agreement that relate to that Relevant Part from the date it becomes mortgagee in possession of that Relevant Part to the date which is the earlier of (i) the date the Mortgagee, mortgagee or charge disposes of its interest in that Relevant Part and (ii) the date it is no longer mortgagee in possession of that Relevant Part.

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

PARKING MANAGEMENT SCHEME CONTRIBUTION

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

1. On or prior to Commencement of the Development to pay the Parking Management Scheme Contribution to the Council;
2. Not to Commence or cause or allow or permit Commencement of the Development before the Parking Management Scheme Contribution has been paid.

SCHEDULE 2

CARBON OFFSET CONTRIBUTION

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

1. On or prior to Occupation of the Development to pay to the Council the Carbon Offset Contribution; and
2. Not to Occupy or cause or allow or permit Occupation of the Development before the Carbon Offset Contribution has been paid.

SCHEDULE 3

AIR QUALITY CONTRIBUTION

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

1. On or prior to Commencement of Development to pay to the Council the first 50% (fifty per cent) of the Air Quality Contribution;
2. Not to Commence or cause or allow or permit Commencement of Development before the first 50% (fifty per cent) of the Air Quality Contribution has been paid;
3. On or prior to Practical Completion of Development to pay to the Council the remaining 50% (fifty per cent) of the Air Quality Contribution; and
4. Not to Practically Complete or cause or allow or permit Practical Completion of Development before the remaining 50% (fifty per cent) of the Air Quality Contribution has been paid.

SCHEDULE 4

TRAVEL PLAN

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

1. TRAVEL PLAN

- 1.1 Not to Occupy the Development until the Travel Plan has been submitted to and approved in writing by the Council.
- 1.2 The Travel Plan shall include as a minimum:
 - 1.2.1 Details as to compliance with TfL methodology adopted at the date of this Agreement and details of the methodology to be used to implement and monitor the Travel Plan;
 - 1.2.2 A timetable for the preparation, implementation, monitoring and review (within the Monitoring Period) of all stages of the Travel Plan including sustainable travel arrangements and a review of the efficacy of the minibuss shuttle service management plan specified in condition 15 of the Planning Permission;
 - 1.2.3 Details of the period following Occupation of the Development when the initial Monitoring will be undertaken and details of subsequent Monitoring for the purposes of assessment achievement of Targets; and
 - 1.2.4 The Targets.
- 1.3 The Travel Plan shall be implemented by the Owner as soon as reasonably practicable and in any event no later than three (3) months following first Occupation of the Development.
- 1.4 To procure the funding and implementation of the Travel Plan in accordance with the actions and timetable specified therein and thereafter to comply with the Travel Plan for the Monitoring Period.

2. TRAVEL PLAN CO-ORDINATOR AND MONITORING

- 2.1 The Owner shall not Occupy any part of the Development until a Travel Plan Co-ordinator has been appointed and details of the name, office, address, email address and telephone number of the said Travel Plan Co-Ordinator have been supplied to the Council.
- 2.2 The Owner shall be responsible for the reasonable and proper costs of any Monitoring and auditing and any remuneration and reasonable and proper expenses payable to the Travel Plan Co-ordinator and the Auditor.

- 2.3 In the event that the Travel Plan Co-ordinator resigns or is otherwise dismissed from employment for any reason during the Monitoring Period, the Owner will employ (or will procure the employment of) a replacement Travel Plan Co-ordinator as soon as reasonably practicable.
- 2.4 Following approval of the Travel Plan, the Travel Plan Co-ordinator shall monitor and review the Travel Plan for a period of not less than the Monitoring Period including undertaking the following:
- 2.4.1 within twenty eight (28) Working Days of the Occupation of the Development to provide written details of the Travel Plan to all new occupiers of the Development;
 - 2.4.2 to use reasonable endeavours to ensure that occupiers of the Development comply with the Travel Plan;
 - 2.4.3 to undertake the initial Monitoring which shall not be carried out later than one (1) year after Occupation of the Development and to undertake an annual review of the Travel Plan and provide a written report within twenty eight (28) Working Days of the review to the Council;
 - 2.4.4 to supply the Council with a statistical summary of the modes of transport used by occupiers/employees/users of the Development disclosed by any Monitoring or copies of any questionnaires completed by such occupiers/employees/users (subject to compliance with all data protection laws); and
 - 2.4.5 to secure that the results of the Monitoring are verified by an Auditor within two (2) calendar months of completion of the Monitoring by methods that accord with the reasonable requirements of the Council.
- 2.5 The Owner will implement any reasonable recommendations made by the Council following each annual review of the Travel Plan within twenty eight (28) Working Days of such recommendation being made by the Council.

3. TRAVEL PLAN BOND

- 3.1 Prior to or on Occupation of the Development, the Owner shall pay the sum of the Travel Plan Bond to the Council in order to secure the due performance by the Owner of its Monitoring and reporting obligations, or the achievement of Targets as contained in the Travel Plan.
- 3.2 The Council shall hold the Travel Plan Bond in an interest-bearing escrow account and shall not be entitled to drawdown any of the Travel Plan Bond except in the event of:

3.2.1 a default by the Owner to submit one or more Monitoring surveys, as shall be detailed in the Travel Plan, within the timetable specified in the Travel Plan (or such updated timetable as may be agreed in writing with the Council from time to time); or

3.2.2 failure to achieve the Targets,

and the Council shall only be entitled to drawdown any of the Travel Plan Bond as is necessary in order to cover the proper and reasonable cost the Council incurs in carrying out the said Monitoring or implementing measures to achieve compliance with the aims of the Travel Plan, to include implementing measures to achieve Targets.

3.3 The Travel Plan Bond shall be immediately released back to the Owner (together with any interest accrued) following the expiration of the Monitoring Period.

3.4 The obligations in this Schedule shall be deemed fully complied with and discharged following the expiration of the Monitoring Period.

SCHEDULE 5

CONSTRUCTION TRAINING SCHEME

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

Construction Training Scheme: In-kind Provision

1. Prior to or on Commencement of Development to meet (along with the Owner's main contractor) with representatives from the Council's partnership team and agree the basis and methodology of the Construction Training Scheme for the Development.
2. The Owner shall implement and adhere to the agreed Construction Training Scheme during the Construction Period in order that the obligations in this Schedule are met.
3. The Owner shall issue a written statement to prospective contractors and sub-contractors at the tendering of work stage for the Development which sets out the obligations in this Schedule and the Owner's commitment to ensuring that the obligations contained in this Schedule are complied with.
4. Prior to or on Commencement of Development the Owner and the Council shall agree the Co-ordinator Costs (if any).
5. Prior to or on Commencement of Development the Owner shall pay the agreed Co-ordinator Costs to the Council (if any).
6. Not to Commence or cause or permit to be Commenced any part of the Development until the obligations contained in paragraphs 1 to 5 of this Schedule have been complied with, subject to paragraph 8 below.
7. In the event of Significant Under-Performance, the Council reserves the right to request in writing the Construction Training Contribution. The Owner will have a period of not less than twenty eight (28) Working Days to address any Significant Under-Performance from the date of the written notice by the Council prior to making the said payment and if within that twenty eight (28) Working Days delivery rises to fifty percent (50%) or more of the total outputs specified in the Construction Training Scheme then the Construction Training Contribution will not be payable by the Owner and the request for payment will be withdrawn by the Council.

Construction Training Contribution in lieu

8. The Construction Training Scheme will not be required and the obligations within paragraphs 1 to 7 (inclusive) of this Schedule shall not apply where the Owner elects by giving notice in writing to the Council prior to or on

Commencement of Development that the Owner shall pay the Construction Training Contribution in lieu of provision of the Construction Training Scheme. In the event that the Parties agree that the Construction Training Contribution is due this shall be paid to the Council prior to or on Commencement of Development.

9. Not to Occupy or cause to be Occupied any part of the Development before:
 - 9.1 the approved Construction Training Scheme has been implemented and delivered by the Owner throughout the Construction Period of the Development in accordance with the approved Construction Training Scheme and the Co-ordinator Costs have been paid to the Council (if any) pursuant to paragraphs 1 to 6 above; or
 - 9.2 in the event of Significant Under-Performance, the Construction Training Contribution has been paid to the Council pursuant to paragraph 7 above; or
 - 9.3 the Construction Training Contribution has been paid to the Council pursuant to paragraph 8 above.

SCHEDULE 6
HIGHWAY WORKS

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

1. Unless otherwise agreed with the Council in writing, not to Occupy or permit or cause to be Occupied any part of the Development until the Highway Works have been completed to the reasonable satisfaction of the Council.
2. To enter into one or more Highway Agreements for the Highway Works before the Highway Works are commenced or to procure that the Owner's successor in title to the Site shall enter into one or more Highway Agreements for the Highway Works before the Highway Works are commenced.
3. Without prejudice to the requirements of paragraph 2 of this Schedule, the scope and specification of any Highway Works (including the scope and specification of any associated works, studies, audits or modelling referred to in paragraph 6 below) shall be first agreed in writing by the Council's Highways Engineer.
4. To be responsible for the full costs of the Highway Works including any traffic orders the Council seeks to make which are necessary to implement the Highway Works, whether or not such orders are successfully made.
5. The Owner shall pay the Council's reasonable and proper legal costs in entering into any Highway Agreements.
6. The Highway Works shall include (but may not be limited to):
 - 6.1. Dropping and raising of kerbs;
 - 6.2. Other works to the highway that are required as a result of the Development; and
 - 6.3. Measures to encourage and enable trip making by walking, cycling and public transport,as detailed on Plan 2.

SCHEDULE 7

HOTEL MANAGEMENT STRATEGY

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

1. To comply at all relevant times with the submitted and approved Hotel Management Strategy (or such updated version as may be agreed in writing with the Council from time to time); and
2. To pay the Hotel Management Strategy Contribution to the Council on or prior to Occupation of the Class C1 Use within the Development.

SCHEDULE 8

HOSPITALITY TRAINING STRATEGY

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

1. To submit and obtain the written approval of the Council of the Hospitality Training Strategy six (6) months prior to Occupation of the Class C1 Use within Development; and
2. To comply at all relevant times with the approved Hospitality Training Strategy (or such updated version as may be agreed in writing with the Council from time to time).

SCHEDULE 9

ACTIVE TRAVEL ZONE CONTRIBUTION

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

1. On or prior to Occupation of Development to pay to the Council the Active Travel Zone Contribution; and
2. Not to Occupy or cause or allow or permit Occupation of Development before the Active Travel Zone Contribution has been paid.

SCHEDULE 10

COMMUNITY INVESTMENT PROGRAMME

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

1. To provide and comply with the Community Investment Programme.

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

Plan 1 (Site Plan)

Plan 2 (Highways Plan)



74-77 White Lion Street London N1 9PF

+44 (0) 207 009 8800

studio@aptioworks.com

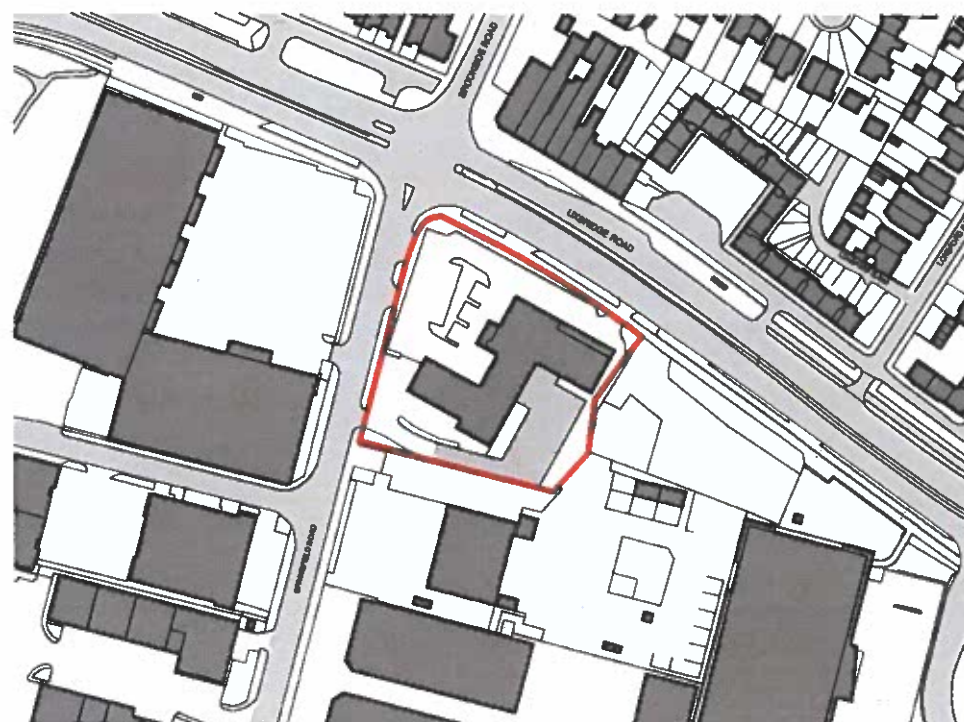
www.aptioworks.com

General Notes:

- Do not scale off this drawing.
- Use figures dimensions only.
- All dimensions to be verified prior to the commencement of any work, or the production of any shop drawing.
- All materials and dimensions to be reported to the Architect immediately.
- This drawing is to be read in conjunction with all related Architect's and Engineer's drawings and any other relevant information.
- All proposed landscaping is indicative.
- All internal landscape drawings are indicative only.
- **EXISTING BUILDING DISCLAIMER:**
This is a project with an existing building, hence all drawings are based on available surveys. All proposals to be reviewed on site prior to construction to ensure suitability of design in relation to existing conditions.

Key:

- Site boundary
- Road
- Existing Building



MEMBER OF
THE COUNCIL

Alan...
AUTHORISED
OFFICER

revision date by app description

Key Plan



Client
Infinite

Project Name
Infinite Hayes

Project Address
27 Unbridge Rd
Hayes, UB4 0JN

Design Stage
Planning

Drawing Title
Site Location Plan

Scale

Sheet Size

Date

1 : 1250

A1

13/09/22

1 : 2500

A3

Drawn

Checked

Approval

JPB

CW

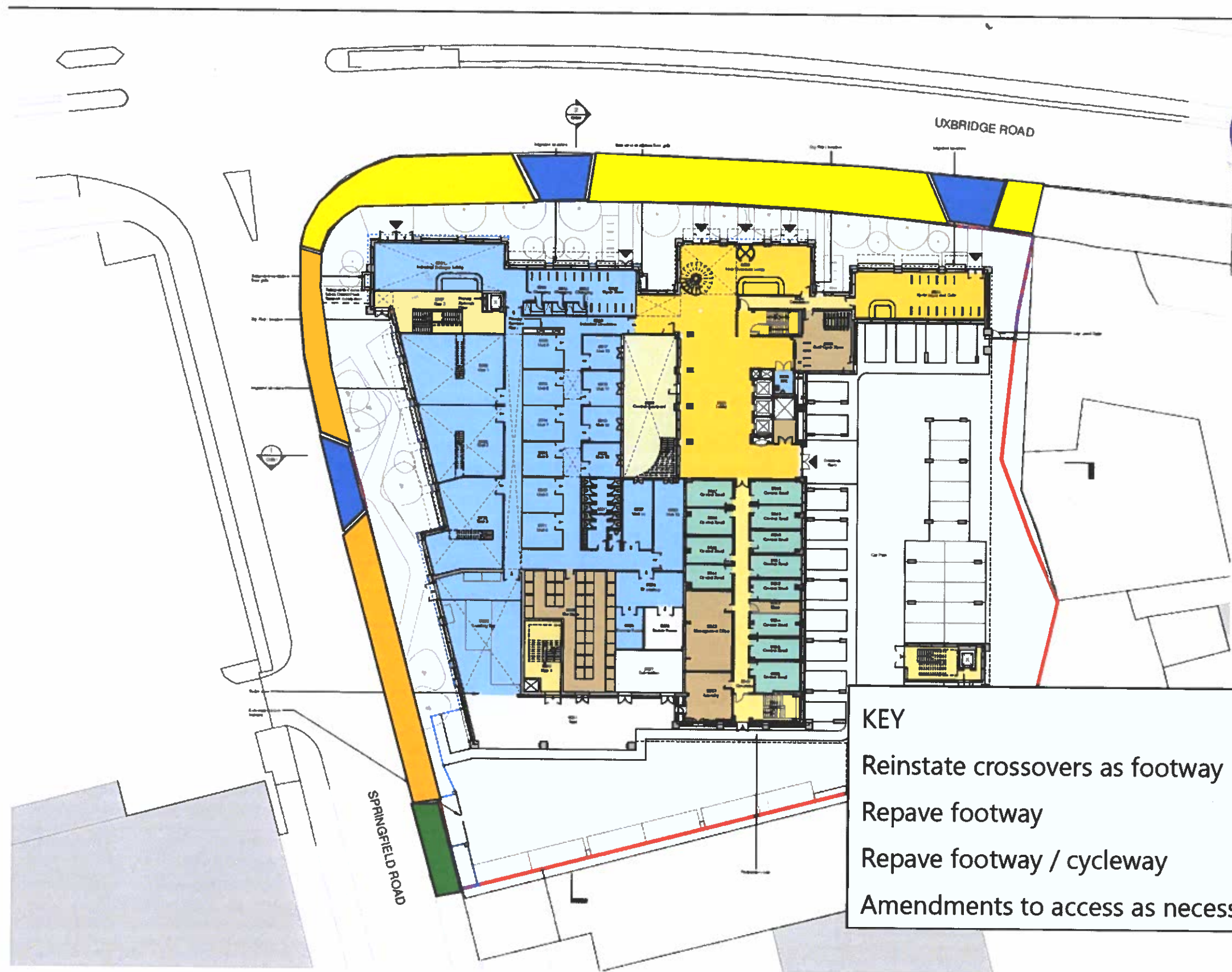
SG

Revision

Subsidiary Code





Drawing No.

INF - HAP - ZZZ - L00 - DR - A - 00001



MEMBER OF
THE COUNCIL

Shelley
AUTHORISED
OFFICER

KEY	
Reinstate crossovers as footway	
Repave footway	
Repave footway / cycleway	
Amendments to access as necessary	

APPENDIX 3
DRAFT PLANNING PERMISSION

DRAFT

Rebecca Neil
Dp9
Dp9
100 Pall Mall
London
SW1Y 5NQ

Application Ref: 2385/APP/2022/2952

TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)

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

Description of development:

Partial demolition of the existing building, followed by refurbishment, side extensions and upwards extensions, alongside erection of perimeter blocks around a podium level, to increase hotel capacity (Class C1) whilst introducing industrial uses (Class E(g)(ii) and E(g)(iii)) at ground and first floor level.

Location of development: Hyatt Place 27 Uxbridge Road Hayes

Date of application: 26th September 2022

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

DRAFT

TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)

Application Ref: 2385/APP/2022/2952

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 approved shall not be carried out except in complete accordance with the details shown on the submitted plans and shall be retained as such, numbers:

INF - HAP - ZZZ - L00 - DR - A - 00001
INF - HAP - ZZZ - B01 - DR - A - 10001
INF - HAP - ZZZ - L00 - DR - A - 10002
INF - HAP - ZZZ - L01 - DR - A - 10003
INF - HAP - ZZZ - L02 - DR - A - 10004
INF - HAP - ZZZ - L03 - DR - A - 10005
INF - HAP - ZZZ - L04 - DR - A - 10006
INF - HAP - ZZZ - L05 - DR - A - 10007
INF - HAP - ZZZ - L06 - DR - A - 10008
INF - HAP - ZZZ - L07 - DR - A - 10009
INF - HAP - ZZZ - L08 - DR - A - 10010
INF - HAP - ZZZ - L09 - DR - A - 10011
INF - HAP - ZZZ - L10 - DR - A - 10012
INF - HAP - ZZZ - L11 - DR - A - 10013
INF - HAP - ZZZ - L12 - DR - A - 10014
INF - HAP - ZZZ - L13 - DR - A - 10015
INF - HAP - ZZZ - L14 - DR - A - 10016
INF - HAP - ZZZ - ZZ - DR - A - 11001
INF - HAP - ZZZ - ZZ - DR - A - 11002
INF - HAP - ZZZ - ZZ - DR - A - 11003
INF - HAP - ZZZ - ZZ - DR - A - 11004
INF - HAP - ZZZ - ZZ - DR - A - 11005
INF - HAP - ZZZ - ZZ - DR - A - 12001

And the submitted documents, titled:

Transport Assessment (including Car Park Management Plan & Healthy Streets Assessment)
(September 2022),
Land Contamination Desk Study and Preliminary Risk Assessment Report,
Basement Impact Assessment Report (September 2022),
Television and Radio Signal Survey & Reception Impact Assessment,
Planning Statement (September 2022),
Statement of Community Involvement (August 2022),

Commercial Strategy Report (August 2022),
 Daylight and Sunlight Report (August 2022),
 Flood Risk Assessment and Surface Water Management Strategy,
 Water Cycle Strategy,
 Hotel Needs Assessment Study (May 2022),
 Tree Survey,
 Tree Survey, Arboricultural Impact Assessment Preliminary Arboricultural Method Statement & Tree Protection Plan,
 Whole Life-Cycle Carbon Assessment (August 2022),
 Noise Assessment (September 2022),
 Wind Microclimate Assessment (August 2022),
 Circular Economy Statement (August 2022),
 Air Quality Assessment,
 Hotel Sequential Assessment (August 2022),
 Townscape and Visual Impact Assessment (September 2022),
 Preliminary Ecological Appraisal,
 Utilities Statement,
 Planning Fire Statement (14-09-22),
 Community Investment Programme (September 2022),
 Design and Access Statement (September 2022),
 Highways Comment Response Note (December 2022),
 Hotel Management Strategy,

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 Prior to the commencement of the development hereby approved (including demolition), a Demolition and Construction Logistics Plan (DLP/CLP) and a Demolition and Construction Management Plan (DMP/CMP) shall be submitted to, and approved in writing by, the Local Planning Authority (in consultation with RAF Northolt), to minimise impacts to the local highway network, and to control noise, vibration and air pollutants generated as a result of the construction process. These documents shall be prepared in accordance with the London Freight Plan, 'The control of dust and emissions from construction and demolition' Supplementary Planning Guidance, BRE Pollution Control Guides 'Controlling particles and noise pollution from construction sites' and 'Controlling particles, vapour and noise pollution from construction sites'.

The DLP/CLP and DMP/CMP shall include details of (but shall not necessarily be limited to):

- (i) a programme of works, including hours of construction, with construction deliveries prohibited between 07:00 and 09:00 and 15:00 and 17:00;
- (ii) the measures for traffic management and encouragement of sustainable modes of transport for workers, including prohibition of construction vehicles parking on the local highway network within the vicinity of the application site and no idling of delivery vehicles in the surrounding residential roads;
- (iii) the haulage routes and details of a vehicle booking system including use of a banksman (if applicable), ensuring construction deliveries are received outside peak hours;
- (iv) any closures of public routes and diversions, demonstrating how time spent closed to the public has been minimised;
- (v) the provision of secured restricted access as the sole means of entry to site for cyclists along with a secured turnstile entrance for pedestrians;
- (vi) a site plan identifying the location of the site entrance, exit, visibility zones, wheel washing, hard standing, hoarding (distinguishing between solid hoarding and other barriers such as heras and monarflex sheeting), stock piles, dust suppression, location of water supplies and location of nearest neighbouring receptors;

- (vii) the loading, unloading and storage of equipment, plant, fuel, oil, materials and chemicals;
- (viii) details of cranes and other tall construction equipment (including the details of obstacle lighting);
- (ix) the means to prevent deposition of mud on the highway and chemical and/or fuel run-off from into nearby watercourse(s);
- (x) a dust risk assessment, including means to monitor and control dust, noise and vibrations, following the published guidance by The Institute of Air Quality Management (IAQM) on how to assess impacts of emissions of dust from demolition and construction sites;
- (xi) the likely noise levels to be generated from plant and construction works and the precautions set out to eliminate or reduce noise levels where the operational risk levels illustrated within The Control of Noise at Work Regulations 2005, could be exceeded, 'namely the lower exposure action value of (a) a daily or weekly personal noise exposure of 80 dB (A-weighted); and (b) a peak sound pressure of 135 dB (C-weighted) (whichever is the lower) and the upper exposure action value of (a) a daily or weekly personal noise exposure of 85 dB (A-weighted); and (b) a peak sound pressure of 137 dB (C-weighted) (whichever is the higher);
- (xii) confirmation that a mobile crusher will/won't be used on site and if so, a copy of the permit and intended dates of operation;
- (xiii) confirmation of all Non-Road Mobile Machinery (NRMM) to be used, or a statement confirming that NRMM will not be used. All Non-Road Mobile Machinery (NRMM) and plant to be used on site of net power between 37kW and 560 kW shall comply with the emission standards set out in chapter 7 of the GLA's supplementary planning guidance "Control of Dust and Emissions During Construction and Demolition" and must be registered at <http://nrmm.london/>;
- (xiv) an asbestos survey and management plan; and
- (xv) the arrangement for monitoring and responding to complaints relating to demolition and construction.

and, for the avoidance of doubt:

- (i) all Heavy Goods Vehicles associated with the development shall comply with the Direct Vision Standard, with a rating of 3 stars (or more).
- (ii) all deliveries to the site, particularly Heavy Goods Vehicles, shall be made using vehicles which have a Class VI mirror fitted in accordance with EU directive 2007/38/EC;

The development hereby approved shall be implemented in accordance with the approved DLP/CLP and DMP/CMP.

REASON

To ensure that the proposed development does not interfere with the free flow of traffic and conditions of safety on the public highway, to ensure the development process does not have a significant adverse impact on the amenities of nearby residential properties, in accordance with Policies DMT 1, DMT 2, and DME1 14 of the Hillingdon Local Plan: Development Management Policies (2020) and Policies D14, SI 1, T4, and T7 of the London Plan (2021). Also, to ensure that construction work and construction equipment on the site and adjoining land does not obstruct air traffic movements or otherwise impede the effective operation of air traffic navigation transmitter/receiver systems, in accordance with Policy DMAV 1 of the Hillingdon Local Plan: Development Management Policies (2020).

- 4 Prior to commencement of the development hereby approved (excluding demolition), a Detailed Energy Assessment shall be submitted to and approved in writing by the Local Planning Authority. The assessment shall accord with the requirements of the London Plan (policy SI2) and the GLA Energy Assessment Guidance (April 2020 or as amended). The assessment shall clearly identify the baseline energy demand and associated carbon emissions in accordance with the prevailing building regulation requirements. The assessment shall then clearly define the 'be lean', 'be clean' and 'be green' measures to demonstrate that the development will meet as far as practicable the zero carbon standards of the London Plan and the minimum standards for onsite energy efficiency. Where the measures do not collectively contribute to a zero carbon saving (noting a minimum requirement of 35%

saving onsite) to the agreement of the Local Planning Authority, the report shall set out:-

- (a) the 'onsite saving' and
- (b) the 'shortfall'; to be presented in tCO2/annum.

The 'shortfall' shall then be subject to an offsite contribution in accordance with the London Plan Policy SI2.

In addition, the energy assessment shall also demonstrate a reduction in emissions across the existing building that is to be retained. The assessment shall set out the current energy baseline ('existing building baseline') for the building to be retained, the impact of the refurbishment (including the new facade) and measures that will be incorporated to reduce the emissions as much as reasonably practicable from the 'existing building baseline' position.

The Energy Assessment shall also provide details of the 'be seen' recording and reporting measures to be agreed in writing by the Local Planning Authority. The 'be seen' measures must comply with the requirements of London Plan Policy SI2 and demonstrate that the 'onsite saving' is being achieved in perpetuity.

The development must proceed and be operated in accordance with the approved details.

REASON

In order to deliver the maximum on-site carbon savings in accordance with Policies SI 2 and SI 3 of the London Plan (2021).

- 5 Prior to the commencement of the development hereby approved (excluding demolition), a Bird Hazard Management Plan (BHMP) shall be submitted to, and approved in writing by, the Local Planning Authority, in consultation with RAF Northolt. The BHMP shall include details of the management of flat roofs and include measures to avoid access to the underside of the solar arrays and framework by hazardous birds, to prevent the creation of an attractive environment for hazardous birds, such as feral pigeons and large gulls.

The development shall be carried out in accordance with the approved BHMP.

REASON

To minimise the potential of the works approved to provide a habitat desirable to hazardous large and/or flocking birds which could pose a considerable hazard to aviation safety, exacerbated by the proximity of RAF Northolt, in accordance with Policy DMAV 1 of the Hillingdon Local Plan: Development Management Policies (2020).

- 6 Prior to the commencement of the development hereby approved (excluding demolition), details shall be submitted which show that either:

(a) 10% of the new bedrooms shall be wheelchair accessible (in accordance with Figure 52, incorporating either Figure 30 or 33 of British Standard BS8300-2:2018 Design of an accessible and inclusive built environment. Buildings. Code of practice); or

(b) 15% of the new bedrooms shall be accessible rooms (in accordance with the requirements of 19.2.1.2 of British Standard BS8300-2:2018 Design of an accessible and inclusive built environment. Buildings. Code of practice).

REASON

To ensure that people with disabilities have adequate access to the development in accordance with Policies D5 and E10 of the London Plan (2021).

- 7 Prior to the commencement of the development hereby approved (excluding demolition), an Updated Sustainable Urban Drainage Strategy shall be submitted to, and approved in writing by, the Local Planning Authority.

The Drainage Strategy shall, as a minimum, include further details of:

- Maintenance, including the maintenance owner
- Proof of consent from Thames Water to allow a connection to the Thames Water sewer
- Peak Flow Control (the proposed runoff rate for the 1 in 1 year event should be lower than the greenfield rate for the 1 in 1 year event)

REASON

To ensure compliance with Policy SI 12 of the London Plan (2021).

- 8 (i) Prior to the commencement of the development hereby approved (excluding demolition), a scheme to deal with unacceptable concentrations of contamination within the soil, including any identified asbestos materials, shall be submitted to and approved in writing by the Local Planning Authority (LPA). The scheme shall include the following measures unless the LPA dispenses with any such requirement specifically and in writing:

(a) A site investigation, including soil, soil gas, surface water and groundwater sampling, together with the results of analysis and risk assessment shall be carried out by a suitably qualified person/s. The report should also clearly identify all risks, limitations and recommendations for remedial measures to make the site suitable for the proposed use; and

(b) A written method statement providing details of the remediation scheme and how the completion of the remedial works will be verified, along with the details of a watching brief to address undiscovered contamination. No deviation shall be made from this scheme without the express agreement of the LPA prior to its implementation.

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

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

(iv) No contaminated soils or other materials shall be imported to the site. All imported soils for landscaping and/or engineering purposes shall be clean and free of contamination. Before any part of the development is occupied, all imported soils shall be independently tested for chemical contamination, and the factual results and interpretive reports of this testing shall be submitted to and approved in writing by the Local Planning Authority.

All works which form part of any required remediation scheme shall be completed before any part of the development is occupied or brought into use unless the Local Planning Authority dispenses with any such requirement specifically and in writing.

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 Policies DME1 11 and DME1 12 of the Hillingdon Local Plan:

Development Management Policies (2020).

- 9 Prior to any above ground works for the development hereby approved (excluding demolition), further details of the cycle storage shall be submitted to, and approved in writing by the Local Planning Authority. The details shall show a minimum of 32 long-stay spaces, 8 short-stay spaces and 3 cargo cycle spaces for the industrial units and 22 long-stay and 10 short-stay cycle spaces for the hotel.

The details shall further demonstrate how the cycle spaces accord with the London Cycling Design Standards (LCDS), and in particular, shall show that at least 20% of spaces are provided as Sheffield stands at a standard spacing (1.2m preferred, 1.0m minimum), and that at least 5% of cycle parking spaces are suitable to accommodate larger and adapted cycles (with a minimum of 1.8m spacing between stands).

Thereafter, the development shall not be occupied or brought into use until the approved cycling facilities have been implemented in accordance with the approved details, with the facilities being permanently retained for use by cyclists.

REASON

To encourage an uptake in cycling in accordance with Policy T5 of the London Plan (2021).

- 10 Prior to any above ground works for the development hereby approved (excluding demolition), a Biodiversity Enhancement and Management Plan (BEMP) shall be submitted to, and approved in writing by, the local planning authority. The BEMP shall demonstrate how the development hereby approved shall seek to maximise the delivery of on-site biodiversity improvements, including through the delivery of new trees, flower-rich perennial planting, mature shrubs, green roofs and walls, and bird or bat boxes.

In addition, the proposal shall achieve an Urban Greening Factor (UGF) of at least 0.39, as shown on Drawing No. 0303-BDL-XX-XX-DR-L-0805-P02.

The development shall thereafter be implemented in accordance with the approved BEMP.

REASON

In order to encourage a wide diversity of wildlife on site in accordance with Policy DMEI 7 of the Hillingdon Local Plan: Development Management Policies (2020) and Policies G5 and G6 of the London Plan (2021).

- 11 A) Prior to any above ground works for the development hereby approved (excluding demolition), the principles of a Fire Statement shall be submitted to, and approved in writing by, the Local Planning Authority. The statement shall detail how the development will function in terms of:
- (i) the building's construction: methods, products and materials used, including manufacturers' details
 - (ii) the means of escape for all building users: suitably designed stair cores, escape for building users who are disabled or require level access, and associated evacuation strategy approach
 - (iii) features which reduce the risk to life: fire alarm systems, passive and active fire safety measures and associated management and maintenance plans
 - (iv) access for fire service personnel and equipment: how this will be achieved in an evacuation situation, water supplies, provision and positioning of equipment, firefighting lifts, stairs and lobbies, any fire suppression and smoke ventilation systems proposed, and the ongoing maintenance and monitoring of these
 - (v) how provision will be made within the curtilage of the site to enable fire appliances to gain access to the building
 - (vi) ensuring that any potential future modifications to the building will take into account and not compromise the base build fire safety/protection measures, including the use of microwaves and kitchenettes within individual rooms.

B) Prior to occupation of the development hereby approved, the final comprehensive Fire Statement shall be submitted to and approved in writing by the Local Planning Authority. This should be accompanied by the Building Control Decision Notice or equivalent. Thereafter the development shall be carried out and maintained in full accordance with the approved details.

REASON

To ensure the safety of all building users in accordance with Policy D12 of the London Plan (2021).

- 12 Prior to any above ground works for the development hereby approved (excluding demolition), 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, including a booking system, and to 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, guests) and shall not be used for any other purpose or leased/sub-let.
 - (ii) Details of 18 parking bays and 14 wheelchair accessible parking pays; to be permanently retained within the car parking area.
 - (iii) Details of 20% active electric vehicle charging points (and 80% passive) for the hotel spaces.
 - (iv) Details of active electric vehicle charging points for all operational spaces.
 - (v) Details of pedestrian / cyclist priority routes and wayfinding across the site.

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

REASON

To ensure the appropriate operation of the car parking spaces in accordance with Policies DMT 1, DMT 2, DMT 5 and DMT 6 of the Hillingdon Local Plan: Development Management Policies (2020) and Policies T5 and T6 of the London Plan (2021).

- 13 Prior to any above ground works for the development hereby approved (excluding demolition), a scheme of landscaping shall be 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
 - 2.b Means of enclosure/boundary treatments
 - 2.c Hard Surfacing Materials
 - 2.d External Lighting
 - 2.e Other structures (such as play equipment and furniture)
 - 3. Living Walls and Roofs
 - 3.a Details of the inclusion of living walls and roofs; or

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

4. Details of Landscape Maintenance

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

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

5. Schedule for Implementation

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 14, DMEI 1 and DMT 6 of the Hillingdon Local Plan Part 2 (2020) and Policies G5 and SI 7 of the London Plan (2021).

- 14 Prior to any above ground works for the development hereby approved (excluding demolition), details of all materials and external surfaces, including fenestration, balconies, boundary treatments and balustrades, shall be submitted to, and approved in writing by, the Local Planning Authority.

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

Thereafter the development shall be constructed in accordance with the approved details and be retained as such.

REASON

To ensure that the development presents a satisfactory appearance in accordance with Policy DMHB 11 of the Hillingdon Local Plan: Development Management Policies (2020).

- 15 Prior to the first use of the development hereby approved, a Minibus Shuttle Service Management Plan (MSSMP) shall be submitted to, and approved in writing by, the local planning authority. The MSSMP shall, as a minimum, set out the number and type of minibuses to serve the site (with all minibuses to be fully electric), hours of operation, destinations served, parking arrangements, pick-up/drop off facilities, booking arrangements, payment, and details of accessibility for disabled people.

REASON

In accordance with Policy T7 of the London Plan (2021).

- 16 Prior to the first use of the development hereby approved, a Delivery and Servicing Plan, including tracked vehicle movements where necessary, shall be submitted to, and approved in writing by, the Local Planning Authority to demonstrate how the industrial units and the hotel will operate, both independently and together. Deliveries should be received outside of peak hours and in the evening or night time.

Thereafter the development shall be carried out and maintained in full accordance with the approved details.

REASON

To encourage out of hours/off peak servicing to help mitigate the site's contribution to local congestion levels in compliance with Policy T7 of the London Plan (2021) and Policies DMT 1 and DMT 2 of the Hillingdon Local Plan: Part 2 (2020).

- 17 The 'industrial' floorspace hereby approved at ground and mezzanine level, as shown on Drawing Nos.

INF - HAP - ZZZ - L00 - DR - A - 10002 and INF - HAP - ZZZ - L01 - DR - A - 10003, shall be used as light industrial or research and development floorspace only, falling within the E(g)(ii) or E(g)(iii) use classes, as set out in the Town and Country Planning (Use Classes) Order (1987) (as amended).

REASON

To ensure the development brings forward an increase in industrial capacity and to prevent inappropriate uses within a SIL, in accordance with Policies E4, E5 and E7 of the London Plan (2021).

- 18 The development hereby approved shall not be served by coaches, and shall not allow coaches to enter the site. For the avoidance of doubt, a vehicle with over sixteen passenger seats is classed as a coach and requires a special driving licence category to drive on the highway with or without passengers, fare paying or not.

REASON

To ensure the proposal does not impede the free flow of traffic or worsen pedestrian safety in accordance with Policy T7 of the London Plan (2021), as there does not appear to be sufficient room within the site for coaches to safely enter, turn around, and leave in forward gear.

- 19 The development hereby approved shall achieve 'Secured by Design' accreditation awarded by the Hillingdon Metropolitan Police Crime Prevention Design Adviser (CPDA) on behalf of the Association of Chief Police Officers (ACPO). No part of the development hereby approved shall be occupied until accreditation has been achieved.

REASON

To ensure the development provides a safe and secure environment in accordance with Policy DMHB 15 of the Hillingdon Local Plan: Development Management Policies (2020) and Policy D11 of the London Plan (2021).

- 20 The sole means of vehicular access into and out of the site shall be from Springfield Road, as shown on Drawing No. INF - HAP - ZZZ - L00 - DR - A - 10002.

REASON

To ensure the development does not obstruct the free flow of traffic on Uxbridge Road or Springfield Road in accordance with Policies T2 and T7 of the London Plan (2021).

- 21 Prior to the occupation of the development, full details of mechanical ventilation to be provided throughout the building(s) shall be submitted to and approved in writing by the Local Planning Authority.

The ventilation shall be installed in strict accordance with the approved details and thereafter permanently maintained.

REASON

To ensure that adequate ventilation of the building is provided, in accordance with Policy SI 1 of the London Plan (2021)

- 22 Prior to the occupation of the development the post-construction tab of the GLA's Whole Life-Cycle Carbon Assessment template should be completed in line with the GLA's Whole Life-Cycle Carbon Assessment Guidance.

The post-construction assessment should be submitted to the GLA at:
ZeroCarbonPlanning@london.gov.uk, along with any supporting evidence as per the guidance. Confirmation of submission to the GLA shall be submitted to, and approved in writing by, the local planning authority, prior to occupation of the development.

Reason

In the interests of sustainable development and to maximise on-site carbon dioxide savings in accordance with Policy SI 2 of the London Plan (2021).

23 New Condition to be added.

Circular economy post construction assessment

a. Prior to the commencement of above ground works (including demolition), an updated Circular Economy Statement in line with the London Plan Guidance: Circular Economy Statements (March 2022) (including a completed GLA Circular Economy template) shall be submitted to and approved in writing by the Local Planning Authority. The updated Circular Economy Statement shall provide estimates of the expected waste arising and how this will be reused and/or recycled, material intensity / resource efficiency and define key commitments with respect to the Circular Economy Principles. The Circular Economy Statement should provide commitments to the GLA targets and include a Pre-Demolition Audit and Operational Waste Management Plan as appendices.

The development shall only be constructed in accordance with the approved updated Circular Economy Statement.

b. Prior to the occupation of the development, a postconstruction monitoring report should be completed in line with the GLA's Circular Economy Statement Guidance.

The post-construction monitoring report shall be submitted to the GLA, currently via email at: circulareconomystatements@london.gov.uk, along with any supporting evidence as per the guidance. Confirmation of submission to the GLA shall be submitted to, and approved in writing by, the local planning authority, prior to occupation of the DATA ERROR!!!

- 24 The development hereby approved shall ensure that sufficient ducting space for full fibre connectivity infrastructure is provided.

REASON

To ensure compliance with Policy SI 6 of the London Plan (2021).

- 25 Prior to the commencement of above ground works, full details of free to use, publicly accessible toilet facilities for a range of users, including disabled people, families with young children and people of all gender identities; and free 'Changing Places' toilets designed in accordance with the guidance in British Standard BS8300-2:2018 shall be submitted to and approved in writing by the Local Planning Authority.

The publicly accessible toilet facilities shall be provided in accordance with the approved details prior to the occupation of the development and should be available 24 hours a day.

Reason

To ensure that adequate facilities are provided in compliance with Policy S6 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 Your attention is drawn to the attached note 'Environmental Control on Construction Sites'.
- 3 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).

- 4 Your attention is drawn to the fact that the planning permission does not override property rights and any ancient rights of light that may exist. This permission does not empower you to enter onto land not in your ownership without the specific consent of the owner. If you require further information or advice, you should consult a solicitor.
- 5 In dealing with the application the Council has implemented the requirement in the National Planning Policy Framework to work with the applicant in a positive and proactive way. We have made available detailed advice in the form of our statutory policies from Local Plan Part 1, Local Plan Part 2, Supplementary Planning Documents, Planning Briefs and other informal written guidance, as well as offering a full pre-application advice service, in order to ensure that the applicant has been given every opportunity to submit an application which is likely to be considered favourably.
- 6 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 2019. 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 cil@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

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.

- 7 The London Fire Brigade advise that the applicant should ensure that the plans conform to Part B of Approved Document of the Building Regulations and that the application is submitted to Building Control/Approved Inspector who in some circumstances may be obliged to consult the Fire Authority.

Regard should also be had to Guidance note 29 on Fire Brigade Access similar to that in B5 of the Building Regulations. Particular attention should be made to paragraph 16, Water Mains and Hydrants, by the applicant.

If there are any deviations from the guidance in ADB) vol 1 and 2: B5 Access and facilities for the fire service in relation to water provisions, then this information needs to be provided to the Water Office (water@london-fire.gov.uk) to discuss the proposed provision.

If there are any deviations to Brigade access and facilities, then this information needs to be provided to Fire Safety Regulation (FSR-AdminSupport@london-fire.gov.uk) to review the proposed provision.

Once we have received this information then the LFB can provide a response on the consultation. Advice in regard to hydrants can be provided upon receipt of an appropriate site plan showing premises layout, access to it, and water supply infrastructure if available.

- 8 A Groundwater Risk Management Permit from Thames Water will be required for discharging groundwater into a public sewer. Any discharge made without a permit is deemed illegal and may result in prosecution under the provisions of the Water Industry Act 1991. We would expect the developer to demonstrate what measures he will undertake to minimise groundwater discharges into

the public sewer. Permit enquiries should be directed to Thames Water's Risk Management Team by telephoning 020 3577 9483 or by emailing trade.effluent@thameswater.co.uk. Application forms should be completed on line via

<https://gbr01.safelinks.protection.outlook.com/?url=http%3A%2F%2Fwww.thameswater.co.uk%2F&data=05%7C01%7CPlanningEConsult%40Hillingdon.Gov.UK%7C57c0ec73834d49de023d08dab7f71351%7Caaacb679c38148fbb320f9d581ee948f%7C0%7C0%7C638024569051600737%7CUnknown%7CTWFpbGZsb3d8eyJWljoIMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTil6Ik1haWwiLCJXVCi6Mn0%3D%7C3000%7C%7C%7C&sdata=A7W1Tv6IAhyLapHEP8vbvW2tjF9g6dnPhKcM7aCfwho%3D&reserved=0>. Please refer to the Wholesale; Business customers; Groundwater discharges section.

- 9 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.

The decision to GRANT planning permission has been taken having regard to the policies and proposals in the Hillingdon Local Plan Part 1 (2012) and Part 2 (2020) set out below, including Supplementary Planning Guidance, and to all relevant material considerations, including The London Plan - The Spatial Development Strategy for London consolidated with alterations since 2011 (2016) and national guidance.

Part 1 Policies

PT1.BE1	(2012) Built Environment
PT1.CI1	(2012) Community Infrastructure Provision
PT1.E1	(2012) Managing the Supply of Employment Land
PT1.E3	(2012) Strategy for Heathrow Opportunity Area
PT1.E6	(2012) Small and Medium-Sized Enterprises (SME)
PT1.EM11	(2012) Sustainable Waste Management
PT1.EM8	(2012) Land, Water, Air and Noise

Part 2 Policies

DMAV 1	Safe Operation of Airports
DMCI 7	Planning Obligations and Community Infrastructure Levy
DME 1	Employment Uses in Designated Sites
DME 4	Visitor Attractions
DME 5	Hotels and Visitor Accommodation
DME 6	Accessible Hotels and Visitor Accommodation
DMEI 10	Water Management, Efficiency and Quality
DMEI 12	Development of Land Affected by Contamination

DMEI 14	Air Quality
DMEI 2	Reducing Carbon Emissions
DMEI 7	Biodiversity Protection and Enhancement
DMEI 9	Management of Flood Risk
DMHB 10	High Buildings and Structures
DMHB 11	Design of New Development
DMHB 12	Streets and Public Realm
DMHB 14	Trees and Landscaping
DMT 1	Managing Transport Impacts
DMT 2	Highways Impacts
DMT 5	Pedestrians and Cyclists
DMT 6	Vehicle Parking
LPP D1	(2021) London's form, character and capacity for growth
LPP D11	(2021) Safety, security and resilience to emergency
LPP D12	(2021) Fire safety
LPP D13	(2021) Agent of change
LPP D14	(2021) Noise
LPP D2	(2021) Infrastructure requirements for sustainable densities
LPP D3	(2021) Optimising site capacity through the design-led approach
LPP D5	(2021) Inclusive design
LPP D8	(2021) Public realm
LPP D9	(2021) Tall buildings
LPP E10	(2021) Visitor infrastructure
LPP E2	(2021) Providing suitable business space
LPP E4	(2021) Land for industry, logistics and services to support London's economic function
LPP E5	(2021) Strategic Industrial Locations (SIL)
LPP E7	(2021) Industrial intensification, co-location and substitution

LPP G5	(2021) Urban greening
LPP GG2	(2021) Making the best use of land
LPP GG5	(2021) Growing a good economy
LPP SD1	(2021) Opportunity Areas
LPP SD6	(2021) Town centres and high streets
LPP SD7	(2021) Town centres: development principles and Development Plan Documents
LPP SD8	(2021) Town centre network
LPP SI1	(2021) Improving air quality
LPP SI12	(2021) Flood risk management
LPP SI13	(2021) Sustainable drainage
LPP SI2	(2021) Minimising greenhouse gas emissions
LPP SI3	(2021) Energy infrastructure
LPP SI7	(2021) Reducing waste and supporting the circular economy
LPP T1	(2021) Strategic approach to transport
LPP T2	(2021) Healthy Streets
LPP T3	(2021) Transport capacity, connectivity and safeguarding
LPP T4	(2021) Assessing and mitigating transport impacts
LPP T5	(2021) Cycling
LPP T6	(2021) Car parking
LPP T6.2	(2021) Office parking
LPP T6.4	(2021) Hotel and leisure use parking
LPP T6.5	(2021) Non-residential disabled persons parking
LPP T7	(2021) Deliveries, servicing and construction

END OF SCHEDULE

Address:
Development Management
Directorate of Place
Hillingdon Council

3 North, Civic Centre, High Street, Uxbridge UB8 1UW
www.hillingdon.gov.uk

SCHEDULE OF PLANS

Flood Risk Assessment and Surface Water Management Strategy - received 27 Sep 2022

Water Cycle Strategy - received 27 Sep 2022

Commercial Strategy Report (August 2022) - received 27 Sep 2022

Hotel Needs Assessment Study (May 2022) - received 27 Sep 2022

Tree Survey, Arboricultural Impact Assessment Preliminary Arboricultural Method Statement & Tree Protection Plan - received 27 Sep 2022

Noise Assessment (September 2022) - received 27 Sep 2022

Wind Microclimate Assessment (August 2022) - received 27 Sep 2022

Energy and Sustainability Statement (September 2022) - received 27 Sep 2022

Air Quality Assessment - received 27 Sep 2022

Hotel Sequential Assessment (August 2022) - received 27 Sep 2022

Townscape and Visual Impact Assessment (September 2022) - received 27 Sep 2022

Utilities Statement - received 27 Sep 2022

Planning Fire Statement (14-09-22) - received 27 Sep 2022

Community Investment Programme (September 2022) - received 27 Sep 2022

Highways Comment Response Note (November 2022) - received 14 Nov 2022

Highways Comment Response Note (December 2022) - received 20 Jan 2023

Travel Plan (Rev. A) (December 2022) - received 20 Jan 2023

0303-BDL-XX-XX-DR-L-0801-P08 - received 27 Sep 2022

0303-BDL-XX-XX-DR-L-0802-P03 - received 27 Sep 2022

0303-BDL-XX-XX-DR-L-0804-P03 - received 27 Sep 2022

0303-BDL-XX-XX-DR-L-0805-P02 - received 27 Sep 2022

Demolition and Construction Method Statement (September 2022) - received 27 Sep 2022

Delivery and Servicing Plan (including Waste Strategy) (September 2022) - received 27 Sep 2022

Transport Assessment (including Car Park Management Plan & Healthy Streets Assessment) (September 2022) - received 27 Sep 2022

Land Contamination Desk Study and Preliminary Risk Assessment Report - received 27 Sep 2022

Basement Impact Assessment Report (September 2022) - received 27 Sep 2022

Television and Radio Signal Survey & Reception Impact Assessment - received 27 Sep 2022

Planning Statement (September 2022) - received 27 Sep 2022

Statement of Community Involvement (August 2022) - received 27 Sep 2022

Daylight and Sunlight Report (August 2022) - received 27 Sep 2022

Tree Survey - received 27 Sep 2022

Whole Life-Cycle Carbon Assessment (August 2022) - received 27 Sep 2022

Circular Economy Statement (August 2022) - received 27 Sep 2022

Preliminary Ecological Appraisal - received 27 Sep 2022

Design and Access Statement (September 2022) - received 27 Sep 2022

Hotel Management Strategy - received 11 Apr 2023

0303-BDL-XX-XX-DR-L-0101-P04 - received 27 Sep 2022

0303-BDL-XX-XX-DR-L-0803-P03 - received 27 Sep 2022

Outline Construction Logistics Plan (September 2022) - received 27 Sep 2022

INF - HAP - ZZZ - L00 - DR - A - 00001 - received 27 Sep 2022

INF - HAP - ZZZ - B01 - DR - A - 02001 - received 27 Sep 2022

INF - HAP - ZZZ - L00 - DR - A - 02002 - received 27 Sep 2022

INF - HAP - ZZZ - L01 - DR - A - 02003 - received 27 Sep 2022

INF - HAP - ZZZ - L02 - DR - A - 02004 - received 27 Sep 2022

INF - HAP - ZZZ - L03 - DR - A - 02005 - received 27 Sep 2022

INF - HAP - ZZZ - L04 - DR - A - 02006 - received 27 Sep 2022

INF - HAP - ZZZ - L05 - DR - A - 02007 - received 27 Sep 2022

INF - HAP - ZZZ - L06 - DR - A - 02008 - received 27 Sep 2022

INF - HAP - ZZZ - L07 - DR - A - 02009 - received 27 Sep 2022

INF - HAP - ZZZ - L09 - DR - A - 02011 - received 27 Sep 2022

INF - HAP - ZZZ - L10 - DR - A - 02012 - received 27 Sep 2022

INF - HAP - ZZZ - L11 - DR - A - 02013 - received 27 Sep 2022

INF - HAP - ZZZ - L12 - DR - A - 02014 - received 27 Sep 2022

INF - HAP - ZZZ - L13 - DR - A - 02015 - received 27 Sep 2022

INF - HAP - ZZZ - B01 - DR - A - 10001 - received 27 Sep 2022

INF - HAP - ZZZ - L00 - DR - A - 10002 - received 27 Sep 2022

INF - HAP - ZZZ - L01 - DR - A - 10003 - received 27 Sep 2022

INF - HAP - ZZZ - L08 - DR - A - 02010 - received 27 Sep 2022

INF - HAP - ZZZ - L02 - DR - A - 10004 - received 27 Sep 2022

INF - HAP - ZZZ - L03 - DR - A - 10005 - received 27 Sep 2022

INF - HAP - ZZZ - L04 - DR - A - 10006 - received 27 Sep 2022

INF - HAP - ZZZ - L05 - DR - A - 10007 - received 27 Sep 2022

INF - HAP - ZZZ - L06 - DR - A - 10008 - received 27 Sep 2022

INF - HAP - ZZZ - L07 - DR - A - 10009 - received 27 Sep 2022

INF - HAP - ZZZ - L08 - DR - A - 10010 - received 27 Sep 2022
INF - HAP - ZZZ - L09 - DR - A - 10011 - received 27 Sep 2022
INF - HAP - ZZZ - L10 - DR - A - 10012 - received 27 Sep 2022
INF - HAP - ZZZ - L11 - DR - A - 10013 - received 27 Sep 2022
INF - HAP - ZZZ - L12 - DR - A - 10014 - received 27 Sep 2022
INF - HAP - ZZZ - L13 - DR - A - 10015 - received 27 Sep 2022
INF - HAP - ZZZ - L14 - DR - A - 10016 - received 27 Sep 2022
INF - HAP - ZZZ - ZZ - DR - A - 00002 - received 27 Sep 2022
INF - HAP - ZZZ - ZZ - DR - A - 03001 - received 27 Sep 2022
INF - HAP - ZZZ - ZZ - DR - A - 03002 - received 27 Sep 2022
INF - HAP - ZZZ - ZZ - DR - A - 04001 - received 27 Sep 2022
INF - HAP - ZZZ - ZZ - DR - A - 11001 - received 27 Sep 2022
INF - HAP - ZZZ - ZZ - DR - A - 11002 - received 27 Sep 2022
INF - HAP - ZZZ - ZZ - DR - A - 11003 - received 27 Sep 2022
INF - HAP - ZZZ - ZZ - DR - A - 11004 - received 27 Sep 2022
INF - HAP - ZZZ - ZZ - DR - A - 11005 - received 27 Sep 2022
INF - HAP - ZZZ - ZZ - DR - A - 12001 - received 27 Sep 2022

RIGHTS OF APPLICANTS AGGRIEVED BY DECISION OF LOCAL PLANNING AUTHORITY

TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)

Appeals to the Secretary of State

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

Purchase Notices.

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


THE COMMON SEAL of the
**MAYOR AND BURGESSES OF THE
LONDON BOROUGH OF HILLINGDON**

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

MEMBER OF
THE COUNCIL.....



AUTHORISED OFFICER.....



EXECUTED AS A DEED (but not
delivered until the date of this
Agreement) by **FF PROPCO 2 LIMITED**

acting by

.....

Full Name (Director)

in the presence of:

.....

Full Name (Witness)

.....
.....
.....
.....

Address

.....

Occupation of witness

.....
Signature of Director

.....
Signature of Witness

EXECUTED AS A DEED by **ZORIN FINANCE LIMITED** acting by ~~{Benoit VANPOPERINGHE / Luke TOWNSEND / Michael TAGATA}~~, a director, as attorney for and on behalf of **ZORIN AVENUE LENDCO 5 LIMITED** under a power of attorney dated ~~16th August 2022~~ **5 APRIL 2023**

PM

13.3.24

PM

12.03.24

.....
Director

in the presence of:

Signature of witness:

Charles Hunt

.....
Name of witness:

Christopher Hunter

Address of witness:

*1 WICKHAMPS GREEN,
LONDON SW1X7QA*

Occupation of witness:

UNEMPLOYED