

DATED

21st December

2006

PERSIMMON HOMES LIMITED

and

THE LONDON BOROUGH OF HILLINGDON

AGREEMENT UNDER SECTION 106
OF THE TOWN AND COUNTRY PLANNING ACT 1990 AND ASSOCIATED POWERS
RELATING TO THE DEVELOPMENT OF
LAND TO THE SOUTH EAST OF UXBRIDGE LIDO, NORTH WAY (SITE E) AND ADJACENT
TO ADULT EDUCATION CENTRE, PARK ROAD (PART SITE H AND SITE L), UXBRIDGE.

Environment and Property Team
Attn: Amber Trebitsch
London Borough of Hillingdon
Civic Centre
High Street
Uxbridge
Middlesex
Ref: ACT/AV3469/81
Tel: 01895-55-6766

THIS PLANNING OBLIGATION BY AGREEMENT is dated 21st December 2006
And is made BETWEEN:

- (1) THE LONDON BOROUGH OF HILLINGDON of the Civic Centre, High Street,
Uxbridge, Middlesex, UB8 1UW ("the Council")
- (2) PERSIMMON HOMES LIMITED (company number 4108747) of Persimmon
House, Fulford, York YO19 4FE ("the Purchaser")

BACKGROUND

- A The Council is the local planning authority for the purposes of the Town and Country
Planning Act 1990 (as amended) ("TCPA 1990") in respect of the Land (as defined
below) and by whom the obligations in this Agreement are enforceable.
- B The Purchaser and the Council have entered into an agreement for sale and
purchase of the Land.
- C On 23 March 2005 the Department of Education, Youth and Leisure Services,
London Borough of Hillingdon, Civic Centre, Uxbridge ("the Applicant") submitted
the Planning Application (as defined below) to the Council for permission to develop
the Land for the purposes and in the manner described in the application.
- D The Council resolved at its Central and South Planning Sub-Committee meeting on
28 June 2005 to delegate authority to determine the Planning Application to the
Head of Planning and Transportation subject to the completion of this Agreement.
- E The Council considers and the Purchaser accepts that the Development should
not take place without the Purchaser entering into the obligations contained in this
Agreement.

IT IS AGREED AS FOLLOWS:-

1. INTERPRETATION

1.1 In this Agreement, unless the context otherwise requires:

"Affordable Housing Units"

means the housing units to be erected on the
Land as part of the Development by the
Purchaser which are accessible to people
whose incomes are insufficient to enable
them to afford adequate housing locally in the
open market;

"the Affordable Housing Land"

means the parcel of land together with the
Affordable Housing Units to be transferred to

	a Registered Social Landlord pursuant to paragraph 3 of Schedule 1 which shall be located on Part Site H and Site L and which shall meet the criteria set out in Schedule 1;
"the Contributions"	means the Education Contribution and the Primary Health Care Contribution;
"the Council"	means the Council or any authority which may succeed to its function of enforcing the terms, provisions and planning obligations created by this Agreement;
"the Education Contribution"	means the education contribution referred to in Schedule 3 towards the costs of providing primary school places and secondary school places within the Borough of Hillingdon;
"Form PO1"	means the Form in the substantial form set out in Appendix 3;
"Index"	the General Index of Retail Prices (All Items) published by the Office for National Statistics;
"the Head of Planning and Transportation"	means the Council's Head of Planning and Transportation or such person as the Council designates as undertaking this role;
"Housing Corporation"	means the non-departmental government body that funds and regulates Registered Social Landlords;
"Housing Units"	means the Affordable Housing Units and the Open Market Housing Units
"the Development"	means the development authorised by the Planning Permission;
"Implementation"	means any operation as defined in section 56 of the TCPA 1990, but not including archaeological investigations, demolition, remediation, site clearance, site preparation or surveys;
"the Land"	means the land to the South East of Uxbridge Lido, North Way, Uxbridge (Site E) and the land adjacent to the Adult Education Centre, Park Road, Uxbridge (Part Site H and Site L) which is registered at H M Land Registry

under Title No. P38873 and is shown for identification purposes edged in red on the Plan;

"Lido Refurbishment and Development Work" means the development of the new leisure centre and refurbishment of the existing lido on the site adjacent to Site E and shown edged in pink on the Plan and authorised by planning permissions given the Council reference numbers 2543/APP/2005/868 and 2543/APP/2005/909 granted on 9 June 2005.

"Nominations Agreement" means an agreement to be entered into by the Council and a Registered Social Landlord in the substantial form set out in Schedule 2 or such variation of the same as shall be agreed between the Registered Social Landlord and the Council both acting reasonably;

"Open Market Housing Unit" means a dwelling unit to be erected on the Land as part of the Development by the Purchaser and sold or rented at arms length on the open market;

"Occupied" means when Council tax (or an equivalent tax) becomes payable by the occupier of an Affordable Housing Unit or an Open Market Housing Unit in respect of such unit notwithstanding any exemption or relief to which the occupier may be or become entitled;

"Part Site H and Site L" means the land adjacent to the Adult Education Centre, Park Road, Uxbridge shown on the Plan;

"the Plan" means the Plan set out in Appendix 1;

"the Planning Application" means the application for planning permission under the Council's reference number 2543/APP/2005/870;

"the Planning Permission" means the planning permission granted pursuant to the Planning Application and set out in Appendix 2;

"The Primary Health Care Contribution"	means the contribution referred to in Schedule 4 towards the provision of primary health care facilities in the Uxbridge area;
"Registered Social Landlord"	means a body within the meaning of the Housing Act 1996 and registered with the Housing Corporation accordingly or other person company or body providing housing and approved in writing by the Council for this purpose;
"Rented Units"	means the Affordable Housing Units to be available for rent which shall comprise not less than 100% of the total number of Affordable Housing Units included within the Development;
"Scheme Development Standards"	means the Affordable Housing Standards published by the Housing Corporation from time to time setting out quality requirements for Registered Social Landlord Housing Units;
"Site E"	means the land to the South East of the Uxbridge Lido, North Way, Uxbridge shown on the Plan;
"Standard Conditions of Sale"	means the Standard Conditions of Sale (Fourth Edition) or Standard Commercial Property Conditions jointly published by the Law Society and the Solicitor's Law Stationery Society Ltd;
"the Specified Date"	means the date upon which an obligation arising under this Agreement is due to be performed.
"Substantially Completed"	means apart from minor defects and omissions having reached a stage of construction at which the Affordable Housing Units are substantially ready for the purpose of occupation and, being free from known defects or omissions to the reasonable satisfaction of the Association;
"TCPA1990"	means the Town and Country Planning Act 1990

"Transfer"

means the document by which the Affordable Housing Land [and the Affordable Housing Units] are transferred, in accordance with the provisions of Schedule 1;

"Working Days"

Mondays to Fridays (excluding days which in England are public holidays) inclusive

1.2 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.

1.3 References in this Agreement to any statute or statutory provision includes a reference to:

1.3.1 that statute or statutory provision as from time to time amended, extended, re-enacted or consolidated whether before or after the date of this Agreement; and

1.3.2 all statutory instruments or orders made pursuant to it.

1.4 Unless the context otherwise requires, reference to any clause, sub-clause or schedule or appendix is to a clause, sub-clause, schedule or appendix (as the case may be) of or to this Agreement.

1.5 The headings in this document are inserted for convenience only and shall not affect the construction or interpretation of this Agreement.

1.6 Where the context so requires, references to any party shall include the successors in title to that party.

1.7 Where a party includes more than one person, any obligations of that party shall be joint and several.

1.8 This Agreement may be executed in any number of counterparts or duplicates, each of which shall be an original, and such counterparts or duplicates shall together constitute one and the same agreement.

2. LEGAL EFFECT

2.1 This Agreement is made pursuant section 106 of the TCPA 1990, section 111 of the Local Government Act 1972, and section 16 of the Greater London Council (General Powers) Act 1974, to the intent that it will bind the Purchaser and its successors in title.

- 2.2 This Agreement contains a planning obligation made pursuant to section 106 of the TCPA 1990 which is enforceable by the Council and which binds each and every part of the Land.
- 2.3 The terms of this Agreement shall come into effect upon Implementation of the Planning Permission.
- 2.4 Nothing contained or implied in this Agreement shall prejudice or affect the rights, powers, duties and obligations of the Council in the 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.
- 2.5 If any provision in this Agreement shall be held to be invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions shall not in any way be deemed thereby to be affected or impaired.
- 2.6 The failure by any party to enforce at any time or for any period any one or more of the terms and/or obligations of this Agreement including those contained in any Schedule shall not be a waiver of those terms and/or obligations or of the right at any time subsequently to enforce all terms of this Agreement.
- 2.7 Nothing in this Agreement shall be construed as a grant of planning permission.
- 2.8 Unless expressly agreed other wise in this Agreement, the covenants in this Agreement shall be enforceable without any limit of time against the Purchaser and any successors in title and assigns of the Purchaser or any person claiming title through or under the Purchaser to the Land or any part of the Land 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 provided that the covenants in this Agreement to pay the Contributions shall not be enforceable against either the Registered Social Landlord or purchasers or lessees or occupiers of any of the Affordable Housing Units or the Open Market Housing Units or any of their respective mortgagees or those deriving title through any of them.
- 2.9 The relevant period for the purposes of section 106A of the TCPA 1990 (as amended) shall be five years commencing upon the date of this Agreement and accordingly no application shall be made for any modification or discharge of a planning obligation contained in this Agreement under the said section 106A before the expiration of the relevant period without the consent of the Council.
- 2.10 The Schedules to this Agreement are and shall be construed as being part of this Agreement.

3. THE PURCHASER'S PLANNING OBLIGATIONS

The Purchaser covenants with the Council so as to bind the Land to observe and perform its obligations contained in clauses 4 and 16 and Schedules 1, 3 and 4 of this Agreement.

4. COSTS

- 4.1 The Purchaser shall on the execution of this Agreement pay the Council's costs incurred in the negotiation, preparation and settlement of this Agreement in the sum of £3,300.

has this been paid?

5. REGISTRATION OF AGREEMENT

- 5.1 The covenants in this Agreement shall be treated and registered as local land charges for the purposes of the Local Land Charges Act 1975; and

- 5.2 Where in the opinion of the Purchaser the provisions of the Agreement have been fully completed and satisfied the Purchaser shall be entitled to make an application to the Council for written confirmation of this and if the Council is satisfied that the Agreement has been fully completed and satisfied the Council shall provide written confirmation (if requested to do so) and the Council shall as soon as reasonably practicable remove the Agreement from the Register of Local Land Charges.

6. ARBITRATION

All disputes, differences or questions arising out of this Agreement or as to the rights or obligations of the Parties under it or in connection with its construction shall be referred to arbitration by a single arbitrator to be agreed between the Parties or, failing agreement, within 21 days by an arbitrator to be appointed at the request of any Party by the President of The Law Society of England and Wales having due regard to any representations made to him as to the appropriate qualifications of such arbitrator. The arbitration shall take place in London and shall be in accordance with the Arbitration Act 1996 or any re-enactment or modification of such Act for the time being in force.

7. THIRD PARTIES

For the purposes of the Contracts (Rights of Third Parties) Act 1999 this Agreement is not intended to, and does not, give any person who is not party to it any right to enforce any of its provisions

8. **NOTICES**

Any notice or other written communication given pursuant to this Agreement shall be in writing and shall be sent by pre-paid registered or recorded delivery post to the other party at the address stated in this Agreement or such other address as may be specified by the party by notice from time to time. Any such notice shall be deemed to have been served at the expiration of 3 working days after it has been posted. In proving such service it shall be sufficient to show that the envelope containing the notice was properly addressed and posted.

9. **FORM PO 1**

Upon Implementation of the Planning Permission the Purchaser shall immediately notify the Council by completing and sending Form PO1 to the Council addressed to the Head of Planning and Transportation, 3 North, London Borough of Hillingdon, High Street Uxbridge UB8 1UW.

10. **REASONABLENESS**

Save as otherwise expressly provided in this Agreement, any agreement, approval, certificate, consent or expression of satisfaction to be given by any party under this Agreement shall be given in writing and will not be unreasonably withheld or delayed.

11. **CONTRIBUTIONS**

Payment of any contributions required by this Agreement shall be made on the following basis:

- (a) Any contributions due under this Agreement shall be delivered to the Council at the address specified in clause 8;
- (b) upon receipt of the contribution the Council shall deposit the funds in an interest bearing account of its own choosing and all interest (less tax if payable and reasonable administrative costs or fees) shall be credited to the account; and
- (c) the principle and interest shall be applied by the Council towards the purposes specified in the relevant Schedule (unless agreed otherwise with the Purchaser) PROVIDED THAT if any part of such funds are not expended for such purposes at the expiration of 7 years when cleared funds are received by the Council or when form PO1 is actually received by the Council (whichever is the later) the

unexpended balance, together with any interest in the account less any tax and reasonable administrative costs incurred by the Council shall be repaid to whoever made the contribution.

12. CONDITION PRECEDENT

Subject to clause 4.1 (which shall take effect immediately upon completion of this Agreement) this Agreement is conditional and shall only take effect upon:

- (a) the date upon which the Council grants Planning Permission; and
- (b) the date upon which the Purchaser Implements the Planning Permission.

13. INDEX LINKING

The Purchaser agrees with the Council that any sums payable by the Purchaser under this Agreement (other than the costs referred to in clause 4.1) shall be increased by the application of the formula $A=B \times C/D$ where:

- (a) A is the sum actually payable on the Specified Date;
- (b) B is the original sum mentioned in this Agreement;
- (c) C is the Index for the month 2 months before the Specified Date;
- (d) D is the Index for the month 2 months before the date of this Agreement; and
- (e) C/D is equal to or greater than 1.

14. INTEREST

The Purchaser agrees with the Council that where any payment or part payment which the Purchaser is obliged to pay to the Council pursuant to this Agreement is not paid on the Specified Date then (but without prejudice to any other right of the Council) interest at 4% above the base rate of HSBC Bank PLC from time to time calculated on a daily basis shall be paid by the Purchaser to the Council on and in addition to the outstanding balance of the payment from the date on which the payment or part payment became due to the actual receipt by the Council.

16. DEVELOPMENT OF SITE E

No development shall commence on Site E until the Lido Refurbishment and Development Work has commenced on the site adjacent to Site E. ✓

17. PLANNING PERMISSION

The Council covenants with the Purchaser to issue the Planning Permission in the substantial form of the draft set out in Appendix 2 within 5 Working Days from the date of this Agreement.

IN WITNESS of which this Agreement has been duly executed as a Deed and has been delivered once dated.

SCHEDULE 1

AFFORDABLE HOUSING PROVISION

The Purchaser covenants with the Council as follows:-

1. **The Affordable Housing Units**

- (a) Not to Implement the Planning Permission until the Purchaser has submitted to the Head of Planning and Transportation in writing for approval the following details:
 - (i) the number of Affordable Housing Units to be provided on the Development;
 - (ii) the type and mix of Affordable Housing Units;
 - (iii) the positioning of the Affordable Housing Units;
 - (iv) the position of the Affordable Housing Land upon which the Affordable Housing Units are situated and which shall be transferred to the Registered Social Landlord in accordance with paragraph 3 below;
 - (v) The identity of the Registered Social Landlord to whom the Affordable Housing Land and Affordable Housing Units are to be transferred;
- (b) Not to Implement the Planning Permission until the written approval of the Head of Planning and Transportation of the matters referred to in (a) above has been given.
- (c) To provide a minimum of 50% of the total habitable rooms on Part Site H and Site L as Affordable Housing Units, to be comprised as follows:
 - i. 100% of the total habitable rooms in the Affordable Housing Units to be provided as Rented Units;
 - ii. 10% of habitable rooms in the Affordable Housing Units to be in fully wheelchair accessible units.
- (d) The Affordable Housing Units shall be constructed to at least Scheme Development Standards.
- (e) To provide a minimum of the following mix of type of Affordable Housing Units on the Development:-
 - 3 x 1 bedroom flats
 - 8 x 2 bedroom flats
 - 4 x 3 bedroom flats

2. **Provisions relating to Occupation of the Affordable Housing Units**

The Affordable Housing Units shall only be occupied by households in need of Affordable Housing in the London Borough of Hillingdon and meet the criteria and objectives set by the Registered Social Landlord.

3. Provisions relating to the transfer of the Affordable Housing Units

- 3.1 The Purchaser shall not occupy, cause or allow to be occupied more than 50% of the Open Market Housing Units until it has Substantially Completed the Affordable Housing Units pursuant to this Agreement and transferred the Affordable Housing Units and transferred the Affordable Housing Land unencumbered (except for the provisions contained within this Deed and the Nominations Agreement) to the Registered Social Landlord.
- 3.2 The consideration paid by the Registered Social Landlord to the Purchaser for the Affordable Housing Units and Affordable Housing Land shall be for a consideration that will enable the Registered Social Landlord to secure public sector funding from the Housing Corporation for the Affordable Housing Units.
- 3.3 The Transfer by the Purchaser shall be prepared by the Solicitors of the Purchaser at the cost of the Purchaser.
- 3.4 The Transfer shall contain the grant by the Purchaser to the Registered Social Landlord of all rights of access and passage of services and other rights reasonably necessary for the beneficial enjoyment of the Affordable Housing Units to be erected on the Land
- 3.5 The Transfer shall contain a free and unrestricted right to pass on foot and with or without motor vehicles for the Council and the Registered Social Landlord and their respective servants agents contractors and all people occupying using and visiting the Affordable Housing Units and members of the public at large over and along the route previously agreed in writing by the Head Of Planning and Transportation pursuant to clause 1(a) of this Schedule.
- 3.6 Any contract for the sale of the Affordable Housing Land shall contain the Standard Conditions of Sale (including a special condition stating that the Affordable Housing Land is to be sold with vacant possession) and shall not be inconsistent with the terms hereof.
- 3.7 Title to the said Land shall be deduced by the Purchaser in accordance with the Land Registration Act 2002.
- 3.8 The Transfer shall be conditional upon the Registered Social Landlord entering into a Nominations Agreement with the Council in respect of the Affordable Housing Units.

4. Mortgagee exclusion

The restrictions upon the disposal and/or occupation of the Affordable Housing Land and the Affordable Housing Units in this Schedule shall cease and shall not apply upon:

- 4.1 The exercise of a power of sale by a mortgagee of a Registered Social Landlord or on the sale of the Affordable Housing Land and the Affordable Housing Units by a receiver appointed by such mortgagee pursuant to statutory powers or the provisions of any mortgage or charge over the Affordable Housing Land or any part or parts thereof ;or

- 4.2 The exercise by a person of any statutory right to buy or statutory right to acquire or right to purchase under the voluntary purchase grant procedure or right of enfranchisement of the Affordable Housing Unit or any successor in title thereto.
- 4.3 The exercise of a power of sale by a mortgagee or the sale by a receiver appointed by such mortgagee of that Affordable Housing Unit pursuant to statutory powers or provisions of any mortgage or charge.

SCHEDULE 2
NOMINATIONS AGREEMENT

DATED

2006

[NAME] HOUSING ASSOCIATION LIMITED

- and -

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

NOMINATIONS AGREEMENT

RENTED UNITS

[ADDRESS]

Clean Copy [DATE]

Standard Draft Agreement June 2005

Legal Services

THIS AGREEMENT is made the

day of

2005

BETWEEN

(1) [NAME] HOUSING ASSOCIATION LIMITED whose registered office is at [ADDRESS] ("the Association") and

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

NOW IT IS AGREED as follows:

1. Definitions and Interpretation

In this Agreement:

"the Association" includes its successors in title to the [term of the Lease[s] / freehold of the Property]

"Expiry Date" means the date sixty years from the date of commencement of the Nomination Period

"Initial Let" means the first letting of each Rented Unit

"Initial Rented Units" means newly constructed Rented Units

"the Property" means the land and buildings outlined in red for identification only on the plan annexed to this Agreement and described in the schedule

"Nomination Notice" means a written notice given by the Council to the Association giving the name and address and (if available) the telephone number of a Nominee

"Nomination Period" means the period of 60 years from the date of practical completion of the Initial Rented Units

"Nominee" means a person over the age of 18 named in a Nomination Notice

"Rented Units" means the following number of units to be constructed on part of the Land by the Association:

[UNIT MIX]

or such other number and mixture of flats as are constructed as permitted by the local planning authority by any variation or substitution of the detailed planning permission resolved to be granted on [DATE] under reference number [NUMBER]

"Replacement Rented Unit" means a rented unit that the Association has acquired to replace a Rented Unit using monies contained in the Disposals Proceeds Fund pursuant to Section 25 of the Housing Act 1996 and the Disposal Proceeds Fund General Determination 1997

"Tenancy Agreement" means an assured tenancy agreement in a form prepared by the Association and containing terms which accord with the guidance on housing management issued from time to time by the Housing Corporation pursuant to Section 36 of the Housing Act 1996 (and which will include a demoted tenancy under the Anti-social Behaviour Act 2003 or any amended or substituted legislation) and "Tenant" means a tenant under such an agreement

"Tenant's Right to Acquire" means the right of a Tenant to acquire a Rented Unit pursuant to section 16 of the Housing Act 1996 and/or the Housing (Right to Acquire) Regulations 1997 or any similar or substitute legislation

"Vacancy Notice" means a written notice given by the Association to the Council giving the address of the Rented Unit and the date it will be available for letting

"Void" means a Rented Unit or Replacement Rented Unit which is vacant otherwise than as a result of:

- (i) the Tenant having been rehoused by a landlord where a right to nominate a tenant to the Association's housing stock is required in return; or
- (ii) the Tenant having been decanted to alternative accommodation temporarily but with the intention of returning to the Rented Unit; or
- (iii) the Tenant having assigned the tenancy of the Rented Unit or by mutual exchange; or the tenant having moved to accommodation provided by the Association; or
- (iv) where a Rented Unit becomes vacant due to the death of the Tenant but some person residing at the Rented Unit has the right of succession to the tenancy under the terms of the Tenancy Agreement or by statute

"Working Day" means any day Monday to Friday (inclusive) other than Christmas Day, Good Friday and any statutory bank or public holiday

- 1.1 words importing one gender shall be construed as importing any other gender
- 1.2 words importing the singular shall be construed as importing the plural and vice versa
- 1.3 the clause headings do not form any part of this Agreement and shall not be taken into account in its construction or interpretation

2. Recitals

- 2.1 [The Rented Units have been leased to the Association by [a] lease[s] dated [DATE] made between (1) [NAME] and (2) the Association ("the Lease[s]) / The Association has acquired the Property by transfer of [DATE]]
- 2.2 The intention of the Association is to facilitate the provision of low cost housing within the London Borough of Hillingdon
- 2.3 The Association intends to procure the construction of the Rented Units and to make them available to Nominees nominated by the Council

3. The Association's Undertaking

- 3.1 The Association undertakes that it will construct or procure the construction upon the Property the Rented Units with the intention of providing low cost housing accommodation to persons nominated to the Association by the Council pursuant to this Agreement and that in the event of any of the Rented Units including Replacement Rented Units being acquired by a Tenant the net disposal whole proceeds of sale (including any sums received from the Housing Corporation in respect of discount to

which the Tenant may be entitled) shall be applied by the Association in accordance with Section 25 Housing Act 1996 and any determination or redetermination made by the Housing Corporation under that Section

- 3.2 The Association on the disposal of the Rented Units will consult with the Council on the provision of a Replacement Rented Unit

4. Nomination Rights

The Association grants to the Council the right to nominate the first Tenants of 100% of the of the Initial Rented Units and agrees with the Council that the Association will on the Initial Let let each of the Rented Units on a Tenancy Agreement to a Nominee of the Council for whom the Rented Unit is suitable subject to the provisions of clauses 6 & 9 herein

5. Notice of Hand Over

The Association shall serve a Vacancy Notice on the Council's Housing Officer or other nominated officer of the Council (the name of such nominated officer to be notified to the Association in writing) in respect of each Initial Rented Unit at least 3 months prior to such newly constructed and previously unoccupied Rented Units first becoming available for occupation for nominations by the Council

6. The Council's Nominations

- 6.1 The parties agree that the current Locata nomination procedure attached shall apply to the nomination of persons in respect of the Rented Units. In the event that the Locata nomination procedure is abolished at any time in the future the following nomination procedure shall apply:

- 6.2 The Council shall within ten Working Days of receipt of a Vacancy Notice in respect of an Initial Rented Unit give to the Association up to four Nomination Notices two of which shall be within five Working Days on receipt of the Vacancy Notice and the Association shall as soon as reasonably practicable thereafter offer a Tenancy Agreement to the Nominees named in such Nomination Notices in such priority order as the Council may specify

- 6.3 If all of the Nominees named in the Nomination Notices reject or fail to accept within three Working Days the Association's offer of a Tenancy Agreement or the Council fails to serve a Nomination Notice pursuant to clause 6.2 within the specified periods or none of the Nominees are suitable under the provisions of clause 9 herein the Association shall be free to let the relevant Initial Rented Unit free of the nomination rights and the provisions of this Agreement but this shall be without prejudice to the Association's obligations under clause 7.1 should the Rented Unit subsequently become Void

- 6.4 If by default a Nominee fails to respond to an offer letter or fails to sign a Tenancy Agreement within three Working Days of viewing the relevant Initial Rented Unit or being offered a Tenancy Agreement (whichever is the later) such Nominee shall be deemed to have rejected the Association's offer

7. Continuation of the Council's Nomination Rights

- 7.1** The Association undertakes to make provision in accordance with this Agreement so that with effect from the date the last Initial Rented Unit is let for the first time the Council shall continue to have nomination rights in respect of 75% of Voids thereafter
- 7.2** The Association shall monitor the number of Voids during each financial year (1st April to 31 March) commencing from the date of the last Initial Rented Unit being let for the first time in order to ensure that it complies with obligations under clause 7.1 and shall advise the Council in monthly intervals of such progress
- 7.3** Upon receiving notice of a Void the Association shall determine whether a Tenancy Agreement of the relevant Rented Unit should be offered to a Nominee having regard to the Association's obligations under clause 7.1 and the provisions of clause 6 will be followed in respect of such Rented Unit
- 7.4** Where in respect of any Void the Association makes provision to house a Nominee with another registered social landlord or outside the Council's area the Association shall be deemed to have complied with the terms of this Agreement in respect of that Void and no debt shall accrue in respect thereof

8. Protection of the Council's Nomination Rights when a Tenant acquires a Rented Unit

- 8.1** Whenever a Tenant completes the purchase of a Rented Unit or Replacement Rented Unit pursuant to the Tenant's Right to Acquire the Association shall serve a Notice in writing on the Council specifying the following
- 8.1:1** the address of the Rented Unit or Replacement Rented Unit that has been sold
 - 8.1:2** the purchase price
 - 8.1:3** the discount (if any) received by the Tenant
 - 8.1:4** whether the Association expects to acquire a Replacement Rented Unit
- 8.2** Upon acquiring a Replacement Rented Unit the Association shall serve a Notice in writing on the Council specifying the following information:
- 8.2:1** the address of the Replacement Rented Unit
 - 8.2:2** sufficient details of the Replacement Rented Unit to enable the Council to identify Nominees for whom the Replacement Rented Unit would constitute suitable accommodation
- 8.3** Upon receipt of the Notice specified in clause 8.2 above the Council shall have the right to nominate Tenants for the Replacement Rented Unit in accordance with the terms of this Agreement for the remainder of the Nomination Period

9. Details of Tenancy Agreements

The Association shall supply to the Council in writing:-

- 9.1 full details of any offer of a Tenancy Agreement made by the Association to a Nominee; and
- 9.2 full details of the reason for not making any offer in circumstances where Association makes no offer of a Tenancy Agreement to the Nominee specified in the Nomination Notices served by the Council; and
- 9.3 full details of whether and when any such offer has been accepted or rejected by a Nominee and if the offer is rejected the reason given by the Nominee for rejection

10. Assessment of Prospective Tenants

The Association shall not be obliged to offer a Tenancy Agreement to a Nominee unless satisfied that the Nominee is a person whom the Association would normally house under its letting and allocations policy in force from time to time

11. The Association's Covenants

The Association covenants with the Council:

- 11.1 to supply to the Council full details of its lettings and allocations policy at least one month prior to service of the first Vacancy Notice and shall notify the Council of any changes in such lettings and allocations policy from time to time
- 11.2 at all times to use reasonable endeavours to ensure that the rents for the Rented Units are within the financial reach of low income households and others in housing need provided that rents in accordance with Housing Corporation guidelines will not be a breach of this covenant

12. Frustration of Agreement

In the event that any or all of the Rented Units or Replacement Rented Units are rendered unfit for occupation and use by any reason beyond the control of the Association the Association may serve notice upon the Council suspending the effect of this Agreement insofar as it applied to the Rented Units (or Replacement Rented Units) which have been rendered unfit for occupation and use until such Rented Units and/or Replacement Rented Units are rendered fit for occupation and use PROVIDED ALWAYS that the Association shall use all reasonable endeavours (insofar as within its control) to promptly render fit for occupation and use all such Rented Units and all such Replacement Rented Units

13. Assignments of Obligations

The Association may assign its obligations hereunder ("the Assignment") in respect of all or any number of the Rented Units and Replacement Rented Units to a registered social landlord registered with the Housing Corporation under the Housing Act 1996 and also a signatory to the Council's Compact with approved registered social landlords and provided that written notice has been given to the Council within twenty Working Days of the Assignment and the assignee

has entered into a direct covenant with the Council to comply with the provisions of this Agreement in respect of the Rented Units and/or Replacement Rented Units to which the Assignment relates the Association shall be released from its obligations to the Council under this Agreement with effect from the date of the Assignment in respect of those Rented Units and/or Replacement Rented Units which are the subject of the Assignment

14. Specific Performance

It is hereby agreed and declared that:-

14.1 subject to Clause 12 this Agreement and the rights hereby granted are intended to be capable of specific performance and (subject to the discretion of the Court) it is intended should be so enforced even where damages would be an adequate remedy.

14.2 the rights hereby granted are not intended to create any interest in land but for the avoidance of doubt subject to the provisions of Clauses 12, 13, 17 & 19 no disposition damage or destruction of the Land or any part shall affect the liability of the Association hereunder

15. Service of Notices

Any notice required to be served hereunder shall be sufficiently served on the parties if sent by pre-paid first class post to the address of the parties indicated above or such other address notified in writing by one party to the other as being the address for service of the relevant party for the purposes of this Agreement and any notice shall have been deemed to have been served two Working Days after posting

16. Arbitration

In the case of dispute or difference on any matter under this Agreement or as to the construction of this Agreement any such dispute or difference shall be referred to a single arbitrator to be agreed between the parties or in default of agreement to be nominated by the President for the time being of the Institute of Housing in accordance with and subject to the provisions of the Arbitration Act 1996 or any statutory re-enactment modification for the time being in force

17. Notice of Disposal

The Association shall not:

17.1 sell or otherwise dispose of (except by way of legal charge or mortgage) of the Rented Units; or

17.2 make any application to the Housing Corporation for approval to sell or dispose of (except by way of legal charge or mortgage) any of the Rented Units unless the Association has served upon the Council notice of its intention to so dispose or deal with the Rented Units at least 21 days before doing so

PROVIDED ALWAYS that clauses 17.1 and 17.2 shall not apply to disposals of the Rented Units by way of

(a) the exercise of the right to acquire pursuant to the Housing Act 1996

- (b) the grant of a lease wayleave or other right to statutory undertakers or companies for the provision of services and the dedication of the roads and sewers in connection with the construction and completion of the Rented Units or
- (c) the grant of a deed of easement or
- (d) the grant of a Tenancy Agreement.

18. Termination

The Association's obligations under this Agreement shall cease on the Expiry Date

19. Exclusion

It is hereby agreed and declared that the obligations in this Agreement shall not be binding upon

- (a) any persons or company (including a manager or administrative receiver) lending money on the security of the Rented Units or the Land or any part thereof nor on any person deriving title by through under or from such person or company nor any successors in title therefrom; or
- (b) a Tenant acquiring a Rented Unit or Replacement Rented Unit pursuant to the Tenants Right to Acquire or his mortgagee or chargee nor any persons deriving title therefrom or any successors in title thereto

20. Contracts (Rights of Third Parties) Act 1999

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Deed the day and year first before written

SCHEDULE

The Land

[ADDRESS]

THE COMMON SEAL of
[NAME] Housing Association Limited
was hereunto affixed in the presence of:-

THE COMMON SEAL of the
MAYOR AND BURGESSES OF THE
LONDON BOROUGH OF HILLINGDON
was hereunto affixed by Order:-

Member of The Council

Authorised Officer

LOCATA NOMINATIONS PROCEDURE

The London Boroughs of Brent, Ealing, Harrow, Hillingdon and Hounslow are committed to providing choice for home seekers and tenants looking for accommodation in the West London area. These Local Authorities expect that housing association properties subject to nominations agreements with these Local Authorities will be let through the Locata choice based lettings scheme.

In order to minimise void periods the housing association will advise the Council of forthcoming voids as soon as possible. In the case of a first letting of newly built or newly acquired accommodation not later than 12 weeks prior to the anticipated date of practical completion and in all other cases not later than 1 working day from the date that the housing association knows the accommodation will be available.

The housing association must provide all the necessary information in the required format to enable the Council to prepare the advert. The housing association should also provide information regarding any unique selling points in order to make the void advert as informative as possible for bidders such as proximity to shops, transport, schools, large rooms new build etc.

Following receipt of the void notification The Council will place the advert in the next free sheet to be published in accordance with the following deadlines. Freesheets are published fortnightly. The deadline for inclusion in the free sheet is 4 p.m. on Friday and the advert will appear on Friday 7 days later.

Shortlists are normally available 6 days after the advert appears and a nomination will be made within 24 hours of the shortlist being available.

Where it is considered that a property may be hard to let or for any other appropriate reason the Council may provide up to 5 short-listed members to enable the housing association to make multiple offers.

If the nominee, or, in the case of a multiple nomination, all 5 refuse, the Council may provide either up to 5 more short-listed members or a direct enforceable nomination, within 1 working day.

It may sometimes be the case that not all the members on the shortlist have been verified before the shortlist is passed to the housing association. In these instances, before signing the tenancy, the housing association must check with the landlord that the selected member/s has/have been verified.

Provided the information supplied by the housing association is accurate, a void property will need to be advertised only once. If there are no bidders or all the short-listed people refuse the Council will be given the opportunity to make a direct nomination.

If the Council fails to provide a direct nomination within 2 working days the housing association may take back the unit (and not owe the Council), unless there is a mutual agreement to re-advertise.

Where a Council is enforcing an offer, the void will not have to be held for longer than 5 working days after the housing association has notified the Council of a refusal.

The RSL must inform the Council of proposed tenancy commencement dates not later than 3 working days from the sign up.

HOUSING ASSOCIATION VOID NOTIFICATION TO L.B. HILLINGDON

Please complete this form fully

NAME OF HOUSING ASSOCIATION	
Property address & post code	
Void date	
Ready to view date (RTOF)	
Date returned from repairs	
Comments:	

PROPERTY SOURCE		PROPERTY TYPE	
New build		A. House	
Rehab		B. Flat/Studio	
New Let		C. Maisonette	
Relet		D. Bungalow	
Homebuy		E. Over 50 flat	
Conversion		H. Sheltered flat	
		W. Wheelchair	
		X. Mobility	

3) PROPERTY DETAILS		4) ADDITIONAL PROPERTY DETAILS	
No. of single bedrooms (50-69.9 sq ft):		Does the property have any of the following features?	
No. of double bedrooms (70 sq ft +)		If yes please complete the list below	
Total number of bedrooms:		Level access to the front door or a ramp	
Max Person Occupancy:		Level access shower	
Floor property on		Closonat WC	
Lift available		Adapted kitchen	
Number of internal steps in dwelling		Ceiling/wall track hoist	
Number of external steps to front door (excluding steps accessed by lift)		Disabled entry phone	
Shops within 500 metres		Other substantial adaptations	
Heating Type: Central/Storage		Stairlift	
Garden Type: Private/Shared/Communal		Through floor lift	
Parking: private/on street/none		Comments/ further information	
Pets Allowed			
Net Rent (per week)			
Additional Charges (per week)			

Form sent by:
Name of contact for further information

Date:
Phone No:

SCHEDULE 3
EDUCATION CONTRIBUTION

1. The Purchaser covenants with the Council:

- 1.1 To pay to the Council the Education Contribution in accordance with the following formula:

(estimated child yield per Housing Unit) x (number of Housing Units) x (estimated cost of providing a school place)

The Council will use the formula below to establish the estimated child yield:

<u>Child Yield per Housing Unit:</u>	<u>Number of Bedrooms</u>			
	1	2	3	4
Affordable Housing Units	-	0.657	0.810	1.341
Open Market Housing Units	-	0.493	1.113	1.911

The total child yield will be allocated per school sector as follows:

Nursery sector – 25% of the child yield

Primary sector – 43.75% of the child yield

Secondary sector – 31.25% of the child yield

The estimated cost of providing additional school places in the Borough of Hillingdon is £9,000 per primary child and £11,000 per secondary child. The Education Contribution will be sought for the primary and secondary sectors.

- 1.2. On or before the Implementation of the Development to pay the first 25% of the Education Contribution to the Council;

- 1.3. To pay the second 25% of the Education Contribution to the Council on or before the first anniversary of the Implementation of the Development;

- 1.4. To pay the balance of the Education Contribution (50%) on or before the second anniversary of the Implementation of the Development.

SCHEDULE 4
PRIMARY HEALTH CARE CONTRIBUTION

1. The Purchaser covenants with the Council:

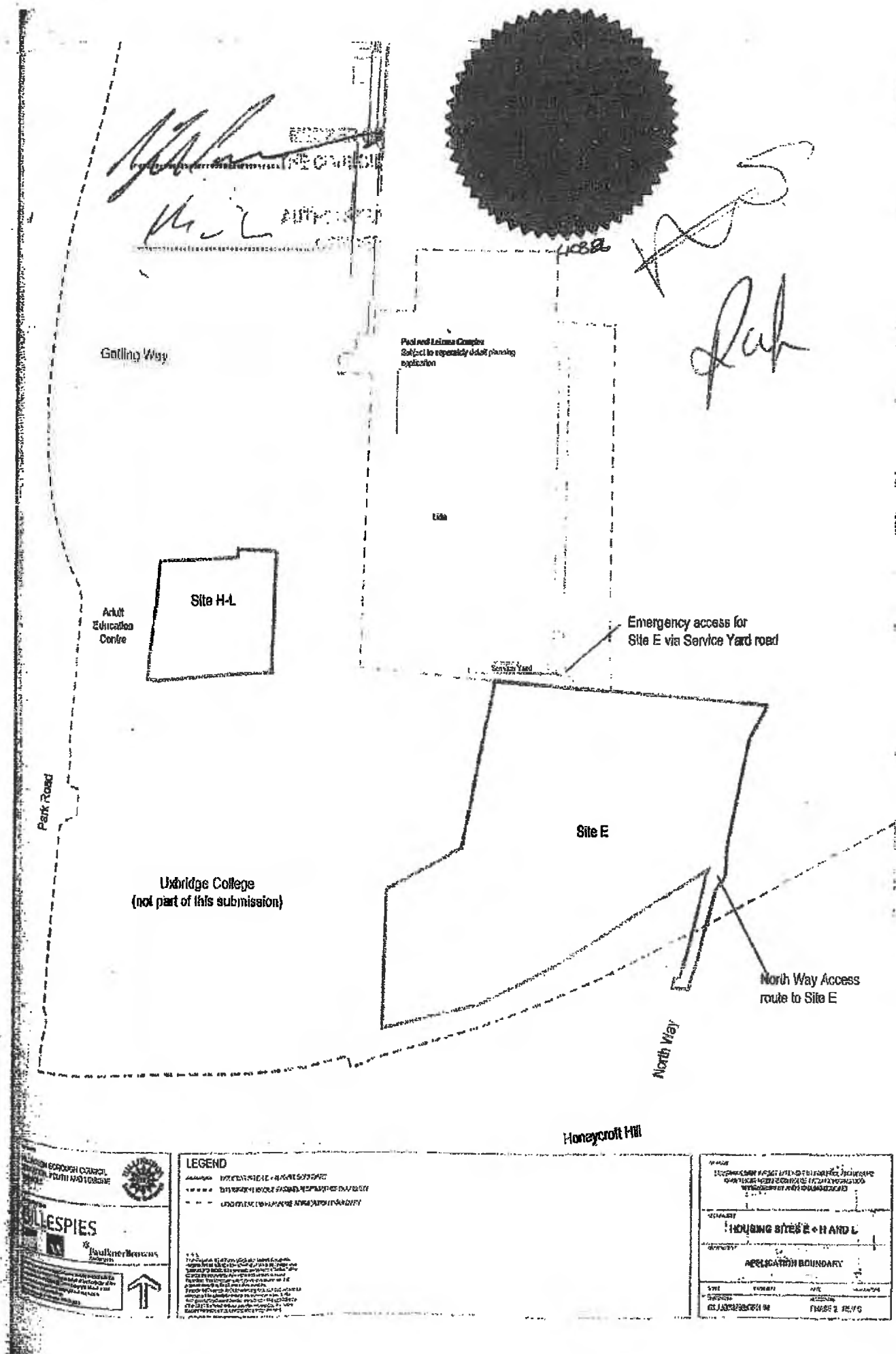
1.1 Forthwith upon the Implementation of the Development to pay to the Council the Primary Health Care Contribution in accordance with the following formula:

One hundred and thirty one pounds fifty pence (£131.50) per person calculated on the basis of the following average household occupancy:

Size of Dwelling	Size of Household
1 bedroom	1.5
2 bedroom	3
3 bedroom	4
4 bedroom	5

1.2 Not to Occupy or cause, or allow to be Occupied any of the Housing Units before the Primary Health Care Contribution has been paid.

APPENDIX 1
THE PLAN



APPENDIX 2
THE PLANNING PERMISSION

DRAFT

TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)

GRANT OF PLANNING PERMISSION

Educ. Youth & Leisure Services
London Borough Of Hillingdon
Civic Centre
Uxbridge
Middlesex UB8 1UW

Application Ref: 2543/APP/2005/870

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

Description of development:

RESIDENTIAL DEVELOPMENT (OUTLINE APPLICATION)

Location of development:

Land S E Of Uxbridge Lido, North Way (Site E) &
Adjacent To, Adult Education Centre, Park Road (Part Sit

Date of application:

23 March 2005

Plan Numbers:

See attached schedule for details

Permission is subject to the condition(s) listed on the attached schedule:-

Draft Decision Notice produced: 8 June 2006

Checked by:.....

Date:.....

Amendments required: YES / NO

- NOTES:
- (i) Please also see the informatives included in the Schedule of Conditions.
 - (ii) If you wish to appeal against any of the conditions please read the attached sheet which explains the procedure.
 - (iii) This decision does not purport to convey any approval or consent which may be required under any by-laws, building regulations or under any enactment other than the Town and Country Planning Act 1990 (as amended).

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TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)

GRANT OF PLANNING PERMISSION

Application Ref: 2543/APP/2005/870

SCHEDULE OF CONDITIONS

- 1 Approval of the details of the siting, design and external appearance of the building(s), the means of access thereto and the landscaping of the site (hereinafter called the "reserved matters") shall be obtained from the local planning authority in writing before any development is commenced

REASON

To comply with Section 91 of the Town and Country Planning Act 1990.

- 2 Application for approval of the reserved matters shall be made to the Local Planning Authority before the expiry of three years from the date of this permission.

REASON

To comply with Section 92 of the Town and Country Planning Act 1990.

- 3 Plans and particulars of the reserved matters referred to in condition 1 shall be submitted in writing to the Local Planning Authority and shall be carried out as approved.

REASON

To comply with Section 91 of the Town and Country Planning Act 1990.

- 4 The development hereby permitted shall begin either before the expiration of five years from the date of this permission, or before the expiration of two years from the date of approval of the last of the reserved matters to be approved, whichever is the later.

REASON

To comply with Section 92 of the Town and Country Planning Act 1990.

- 5 No development shall commence until details of the residential density of the whole of the application site have been submitted to, and approved by, the Local Planning Authority as part of the reserved matter in respect of 'siting'. The development shall only be carried out in accordance with the approved details.

REASON

To ensure that the residential density, being the number of dwellings and the

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TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)

GRANT OF PLANNING PERMISSION

Application Ref: 2543/APP/2005/870

- 5 number of habitable rooms, is consistent with the objectives of producing good environmental conditions on the site and harmonises with the surroundings.
- 6 Prior to any work commencing on site, an accurate survey plan at a scale of not less than 1:200 shall be submitted to and approved in writing by the Local Planning Authority. The plan must show:-
- (i) Species, position, height, condition, vigour, age-class, branch spread and stem diameter of all existing trees, shrubs and hedges on and immediately adjoining the site.
 - (ii) A clear indication of trees, hedges and shrubs to be retained and removed.
 - (iii) Existing and proposed site levels.
 - (iv) Routes of any existing or proposed underground works and overhead lines including their manner of construction.
 - (v) Detailed drawings showing the position and type of fencing to protect the entire root areas/crown spread of trees and other vegetation to be retained during construction work.

REASON

To enable the Local Planning Authority to assess the amenity value of existing trees, hedges and shrubs and the impact of the proposed development on them and to ensure that the development conforms with policy BE38 of the Hillingdon Unitary Development Plan.

- 7 Trees, hedges and shrubs shown to be retained on the approved plan shall not be damaged, uprooted, felled, lopped or topped without the prior written consent of the local planning authority.

If any retained tree, hedge or shrub is removed or severely damaged during construction, or is found to be seriously diseased or dying another tree, hedge or shrub shall be planted at the same place and shall be of a size and species to be agreed in writing by the local planning authority and shall be planted in the first planting season following the completion of the development or the occupation of the buildings, whichever is the earlier.

Where damage is less severe, a schedule of remedial works necessary to ameliorate the effect of damage by tree surgery, feeding or groundwork shall be agreed in writing with the Local Planning Authority. New planting should comply with BS 3936 (1992) 'Nursery Stock, Part 1, Specification for Trees and Shrubs'. Remedial work should be carried out to BS 3998 (1989) 'Recommendations for Tree Work' and BS 4428 (1989) 'Code of Practice for General Landscape Operations (Excluding Hard Surfaces)'. The agreed work shall be completed in the first planting season following the completion of the development or the occupation

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- 7 of the buildings, whichever is the earlier.

REASON

To ensure that the trees and other vegetation continue to make a valuable contribution to the amenity of the area in accordance with policy BE38 of the Hillingdon Unitary Development Plan and to comply with Section 197 of the Town and Country Planning Act 1990.

- 8 Prior to the commencement of any site clearance or construction work, detailed drawings showing the position and type of fencing to protect the entire root areas/crown spread of trees, hedges and other vegetation to be retained shall be submitted to the local planning authority for approval. No site clearance works or development shall be commenced until these drawings have been approved and the fencing has been erected in accordance with the details approved. Unless otherwise agreed in writing by the Local Planning Authority such fencing should be a minimum height of 1.5 metres. The fencing shall be retained in position until development is completed. The area within the approved protective fencing shall remain undisturbed during the course of the works and in particular in these areas:
1. There shall be no changes in ground levels;
 2. No materials or plant shall be stored;
 3. No buildings or temporary buildings shall be erected or stationed.
 4. No materials or waste shall be burnt; and
 5. No drain runs or other trenches shall be dug or otherwise created, without the prior written consent of the Local Planning Authority.

REASON

To ensure that trees and other vegetation to be retained are not damaged during construction work and to ensure that the development conforms with policy BE38 of the Hillingdon Unitary Development Plan.

- 9 All hard and soft landscaping shall be carried out in accordance with the approved landscaping scheme and shall be completed within the first planting and seeding seasons following the completion of the development or the occupation of the buildings, whichever is the earlier period.

The new planting and landscape operations should comply with the requirements specified in BS 3936 (1992) 'Nursery Stock, Part 1, Specification for Trees and Shrubs' and in BS 4428 (1989) 'Code of Practice for General Landscape Operations (Excluding Hard Surfaces)'. Thereafter, the areas of hard and soft landscaping shall be permanently retained.

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- 9 Any tree, shrub or area of turfing or seeding shown on the approved landscaping scheme which within a period of 5 years from the completion of development dies, is removed or in the opinion of the Local Planning Authority becomes seriously damaged or diseased shall be replaced in the same place in the next planting season with another such tree, shrub or area of turfing or seeding of similar size and species unless the Local Planning Authority first gives written consent to any variation.

REASON

To ensure that the landscaped areas are laid out and retained in accordance with the approved plans in order to preserve and enhance the visual amenities of the locality in compliance with policy BE38 of the Hillingdon Unitary Development Plan.

- 10 No development shall take place until a schedule of landscape maintenance for a minimum period of [5] years has been submitted to and approved in writing by the Local Planning Authority. The scheme shall include details of the arrangements for its implementation. Maintenance shall be carried out in accordance with the approved schedule.

REASON

To ensure that the approved landscaping is properly maintained in accordance with policy BE38 of the Hillingdon Unitary Development Plan.

- 11 Provision shall be made within the site to ensure that all vehicles associated with the construction of the development hereby approved are properly washed and cleaned to prevent the passage of mud and dirt onto the adjoining highway.

REASON

To ensure that the development does not cause danger and inconvenience to users of the adjoining highway.

- 12 Any construction operations which cause noise audible at the site boundary, are only to be carried out between 8am to 6pm Monday to Friday and 8am to 1pm Saturday. No work is permitted on Sundays and Public Holidays. This is inclusive of all deliveries to and from the site.

REASON

To safeguard the amenity of surrounding areas.

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- 13 No development shall commence on Site E until details of the design of the proposed signal controlled shuttle system and access arrangements under the railway bridge in North Way, including the lowering of the carriageway if required, as shown in principle on drawing no. E/AO/2037/4/A have been submitted to, and approved by, the Local Planning Authority. No dwelling on Site E shall be occupied until the proposed traffic signals have been installed and brought into use and the access arrangements implemented in accordance with the approved details.

REASON

In the interests of highway safety and in compliance with Policy AM7 of the adopted Hillingdon Unitary Development Plan.

- 14 No development shall commence on Part Site H and Site L until details of the extension of the existing access road from the Park Road / Belmont Road mini roundabout into the site have been submitted to, and approved by, the Local Planning Authority. No dwelling on Part Site H and Site L shall be occupied until the access road has been extended in accordance with the approved details.

REASON

In the interests of highway safety and in compliance with Policy AM7 of the adopted Hillingdon Unitary Development Plan.

- 15 No development shall commence on Site E until a structural report on the effect on the bridge structure in North Way, including wing walls, resulting from any carriageway lowering has been submitted to, and approved by, the Local Planning Authority.

REASON

To ensure that the stability of the railway bridge in North Way is not weakened by any works to the existing carriageway.

- 16 Development shall not begin until a scheme for protecting neighbouring dwellings and sensitive locations from dust emitted from the construction works has been submitted to, and approved by, the Local Planning Authority. The scheme shall include such combination of dust control measures and other measures as may be approved by the Local Planning Authority. Thereafter construction shall only be carried out in accordance with the approved scheme.

REASON

In the interests of the amenities of the occupiers of the neighbouring properties.

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- 17 No development shall begin until a sound insulation scheme for protecting the proposed development from road and rail traffic noise has been submitted to, and approved by, the Local Planning Authority. The scheme shall be fully implemented before that part of the development to which it relates is occupied and thereafter shall be retained and maintained in good working order for so long as the buildings remain in use.

REASON

To ensure that the occupiers of the proposed development are not adversely affected by road or rail traffic noise in accordance with Policy OE5 of the Unitary Development Plan.

- 18 Surface water drainage works and source control shall be carried out in accordance with details which shall have been submitted to, and approved in writing by, the Local Planning Authority before development commences.

REASON

To prevent the increased risk of flooding.

- 19 Details of any works to the ordinary watercourse shall be carried out in accordance with details that have been submitted to, and approved in writing by, the Local Planning Authority before development commences.

REASON

To prevent detrimental impact to, and enhance, the watercourse.

- 20 Prior to development commencing a walkover protected species survey shall be conducted, the results of which shall be submitted to, and approved in writing by, the Local Planning Authority. Amendments should then be made to the plans to take account of these results, if required.

REASON

The ecological assessment was conducted in 2003 and conditions may have changed within this time affecting the ecological community on the site.

- 21 No development shall take place until the applicant, their agent or successor in title has secured the implementation of a programme of archaeological work in accordance with a written scheme of investigation which has been submitted to and approved in writing by the Local Planning Authority. Thereafter development shall only take place in accordance with the approved scheme. The archaeological works shall be carried out by a suitably qualified body acceptable to the Local Planning

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21 Authority.

REASON

The site is of archaeological interest and it is considered that all evidence of the remains should be recorded in accordance with Policy BE3 of the Hillingdon Unitary Development Plan.

22 There shall be no ingress to, or egress from, Site E via North Way for construction vehicles at any time unless the Local Planning Authority otherwise agrees in writing.

REASON

In the interests of the amenities of the occupiers of residential properties in North Way and to ensure that no damage is caused to the existing railway bridge.

23 No development shall commence on Part Site H and Site L until reasonable alternative facilities have been offered for the existing Guide hut use.

REASON

In order to comply with Paragraph 7.44 (a) of the adopted Hillingdon House Farm Planning Brief.

24 No development shall commence on Site E until details of the provision of a children's play area on that site has been submitted to, and approved by, the Local Planning Authority. The timing of the provision of the approved play area shall be agreed with the Local Planning authority prior to the commencement of any development on Site E and implemented in accordance with the agreed details and timetable.

REASON

To ensure that a children's play area is provided on Site E in accordance with Paragraph 7.25 (h) of the adopted Hillingdon House Farm Planning Brief.

INFORMATIVES

- 1 You are advised to consult the Council's Design Guides for guidance on matters of design and layout prior to submitting details of reserved matters. These are available from the Planning and Transportation Services Reception Desk, Level 3, Civic Centre, Uxbridge, UB8 1UW.
- 2 All details of reserved matters should be submitted for approval simultaneously.

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Frank Treeman
0208 246 1769

3. Before the submission of reserved matters/details required by condition [1], you are advised to consult the Metropolitan Police's Crime Prevention Design Advisor, Room A357, Planning and Transportation Service, Civic Centre, Uxbridge, UB8 1UW (Tel. 01895 250538).
4. To promote the development of sustainable building design and construction methods, you are encouraged to investigate the use of renewable energy resources which do not produce any extra carbon dioxide (CO2) emissions, including solar, geothermal and fuel cell systems, and use of high quality insulation.
5. Nuisance from demolition and construction works is subject to control under The Control of Pollution Act 1974, the Clean Air Acts and other related legislation. In particular, you should ensure that the following are complied with: -
 - A) Demolition and construction works should only be carried out between the hours of 08.00 hours 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 or Bank Holidays.
 - B) All noise generated during such works should be controlled in compliance with British Standard Code of Practice BS 5228: 1984.
 - C) The elimination of the release of dust or odours that could create a public health nuisance.
 - D) No bonfires that create dark smoke or nuisance to local residents.

You are advised to consult the Council's Environmental Protection Unit, 3S/02, Civic Centre, High Street, Uxbridge, UB8 1UW (Tel. 01895 277401) or to seek prior approval under Section 61 of the Control of Pollution Act if you anticipate any difficulty in carrying out construction other than within the normal working hours set out in (A) above, and by means that would minimise disturbance to adjoining premises.

6. Your attention is drawn to the Building Regulations 1991 Part M: ACCESS AND FACILITIES FOR DISABLED PEOPLE and to the requirements of the Chronically Sick and Disabled Persons Act 1970 and other legislation. The enclosed leaflet gives guidance on the requirements of this legislation and the Council's policies and standards on disabled access and facilities. These may affect the detailed design and layout of your proposed development. For further information and advice, contact Building Control Services, Civic Centre, Uxbridge, UB8 1UW (Telephone 01895

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250804 / 805 / 808).

- 7 - A license must be obtained from the Highway Authority before any works are carried out on any footway, carriageway, verge or other land forming part of the public highway. This includes the erection of temporary scaffolding, hoarding or other apparatus in connection with the development for which planning permission is hereby granted. For further information and advice contact: - Highways Maintenance Operations, Central Depot - Block K, Harlington Road Depot, 128 Harlington Road, Hillingdon, Middlesex, UB8 3EU (Tel. 01895 277524).
- 8 - Under the terms of the Water Resources Act 1991 and the Land Drainage Byelaws, the prior written consent of the Environment Agency is required for any proposed works or structures in, under, over or within 8 metres of the top of the bank of the River Pinn designated a 'main river'.
- 9 - Under Section 23 of the Land Drainage Act 1991 the prior written consent of the Environment Agency is required for certain proposed works which may affect the flow of the Ordinary Watercourse. Contact Matt Akers on 01707 632309.
- 10 - The decision to grant planning permission has been taken having regard to the policies and proposals in the Unitary Development Plan, namely Policies OL1, OL2, OL3, OL5, EC1, BE10, BE13, BE18, BE19, BE20, BE21, BE23, BE24, BE38, OE2, OE5, H6, H9, H11, R3, R4, R17, AM2, AM7, AM9, AM14, AM15 and PR24, and to all relevant material considerations, including Supplementary Planning Guidance.
- 11 - In reaching this decision, the London Borough of Hillingdon's Central and South Planning Committee were mindful of the particular circumstances of this application, namely the special circumstances justifying the development of Site E involving access from North Way, the impact of the development on the adjoining Metropolitan Green Belt and Grade II listed lido and the impact on the amenities of the occupiers of neighbouring properties and traffic conditions on the nearby highways.

END OF SCHEDULE

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TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)

GRANT OF PLANNING PERMISSION

Application Ref: 2543/APP/2005/870

SCHEDULE OF PLANS/DRAWINGS

GILL/OX3793/OPH-01 PHASE 2 REV C, D699.003.004, GILL/OX3793/ES-19 (ILLUSTRATIVE), Planning Statement, Design Statement, Arboricultural Assessment, Environmental Statement including Transport Assessment (Volumes 01-04) received 23/03/2005

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 <http://www.planning-inspectorate.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.

APPENDIX 3
FORM PO1

TO: HEAD OF PLANNING AND TRANSPORTATION
ENVIRONMENTAL SERVICES

LONDON BOROUGH OF HILLINGDON

CIVIC CENTRE 3N/04 HIGH STREET UXBRIDGE MIDDLESEX UB8 1UW

FORM PO1

SECTION 106 LEGAL AGREEMENT

SITE ADDRESS: Land to the South East of Uxbridge Lido, North Way and Adjacent to Adult Education Centre, Park Road, Uxbridge

PLANNING REFERENCE: 2543/APP/2005/870

DESCRIPTION OF DEVELOPMENT: Residential Development (Outline application)

DATE OF COMMITTEE AUTHORISATION: 28.6.05

SECTION 106 OBLIGATIONS:

(i) No development shall commence on Site E until development has commenced on the new leisure centre and refurbishment of the existing listed lido on the adjoining site for which planning permission was granted on 9 June 2005 under ref. nos. 2543/APP/2005/868 and 2543/APP/2005/909.

(ii) The provision of affordable housing by or on behalf of a registered social landlord on Part Site H and Site L on the basis of a minimum of 50% of habitable rooms on that site, of which 100% are to be of social rented, with 10% of affordable housing habitable rooms being in fully wheelchair accessible units.

(iii) A financial contribution towards secondary school places in the Uxbridge Area commensurate with the estimated child yield of the development in accordance with the formula set out in the Council's Supplementary Planning Guidance for Planning Obligations on Education Facilities adopted in October 2003.

(iv) A financial contribution of £131.50 per resident towards the provision of primary health care facilities in the Uxbridge Area in accordance with the Council's Supplementary Planning Guidance for Planning Obligations on Health Facilities adopted in December 2004.

DATE OF IMPLEMENTATION OF DEVELOPMENT: _____

SECTION 106 OBLIGATION:

(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

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

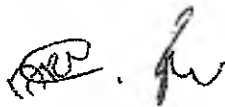


AUTHORISED OFFICER

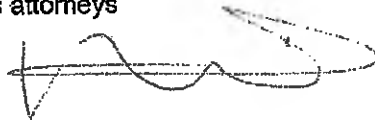


40386

SIGNED AS A DEED by PERSIMMONS
HOMES LIMITED acting by its attorneys



and



in the presence of:-

