

Dated

12/12

2018

HOWARTH HOMES (FARNHAM CLOSE) LIMITED

to

LONDON BOROUGH OF HILLINGDON

13 DEC 2018

Unilateral Undertaking pursuant to Section 106 of the Town and Country Planning Act 1990

in relation to development at Securitas House (formerly Lovell House), High Street, Uxbridge (reference 32215/APP/2017/2677 and 32215/APP/2016/4037)

Deed of Planning Obligation as a Unilateral Undertaking

THIS DEED is made on

12/12

2018

By:

- (1) **HOWARTH HOMES (FARNHAM CLOSE) LIMITED** a company incorporated in England and Wales (company registration number 08436104) whose registered office is situated at 54 Oxford Road, Denham, Uxbridge UB9 4DN (the **Owner**)

To:

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

Introduction

- (A) The Council is the Local Planning Authority for the purposes of the Act for the administrative area in which the Site is situated.
- (B) The Owner is the registered freehold proprietor of the Site which is registered with HM Land Registry under title number NGL508409
- (C) The Council issued the Prior Approval on 28 December 2016 and the Planning Permission on 14 November 2017.
- (D) This Deed is made in pursuance of the satisfaction and discharge of condition 8 of the Planning Permission.
- (E) The obligations secured by the Deed will take effect only as specified herein.

NOW THIS DEED WITNESSES as follows

1 Definitions and Interpretation

In this Deed the following words and expressions shall where the context so requires or admits have the following meanings:

Act means the Town and Country Planning Act 1990 (as amended)

Development means the development of the Site pursuant to either the Prior Approval or the Planning Permission comprising:

- (i) for the Prior Approval - change of use of existing office building (B1(a) Use Class) to 31 self-contained apartments (Class C3); and
- (ii) for the Planning Permission - single storey extension with external alterations to the existing office building to provide an extra floor accommodating 7 residential units, comprising 4 x studios and 3 x 1-bedroom units, involving demolition of existing roof

Dwelling means any dwelling (including house, flat or maisonette) together with associated garden, garage, driveway and/or parking spaces constructed as part of the Development

Occupation means first occupation for the purposes permitted by the Prior Approval or Planning Permission but not including occupation by personnel engaged in construction, fitting out, decoration or occupation solely for marketing or display purposes or occupation in relation to security operations within the Site

Parking Permit means a resident's parking permit referred to in the Schedule, issued by the Council (which for the avoidance of doubt does not include a disabled person's badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970);

Plan means the plan attached to this Deed as Annex 1

Planning Permission means the planning permission reference 32215/APP/2017/2677

Prior Approval means the prior approval consent reference 32215/APP/2016/4037

Site means all that land shown for identification purposes only edged red on the Plan

2 Construction of this Deed

- 2.1 Where in this Deed reference is made to any clause, paragraph, Schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph, Schedule or recital in this Deed.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.4 Words indicating an obligation on a party to this Deed to do any act include an obligation to procure that it be done and words indicating a restriction on a party to this Deed include an obligation not to cause permit or allow infringement of the restriction.
- 2.5 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.
- 2.6 Any reference to an Act of Parliament shall include any modification extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 2.7 References in this Deed to the Owner shall include the successors in title to the Owner and to any person deriving title through or under the Owner and any references in this Deed to the Council shall include successors to its relevant statutory functions.

3 Legal Basis

This Deed is made pursuant to section 106 of the Act, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2000, section 16 of the Greater London Council (General Powers) Act 1974 and all other powers so enabling.

4 The Owner's Obligations

The Owner covenants with the Council to observe and perform the obligations and restrictions in this Deed, including those contained in the Schedule.

5 Conditions of this Deed

- 5.1 Those covenants given by the Owner in this Deed which constitute planning obligations for the purposes of Section 106 of the Act shall be enforceable by the Council as the Local Planning Authority in accordance with the provisions of Section 106 of the Act against the Owner and any person deriving title from the Owner in respect of the land intended to be bound by the relevant planning obligations.
- 5.2 No person shall be liable for breach of any covenant or planning obligation created by this Deed after that person has parted with all that person's interest in the Site or the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach of covenant or planning obligation arising due to the act or omission of that person prior to that party parting with such interest.
- 5.3 No person shall be liable for breach of any planning obligation created by this Deed in so far as that person's interest in the Site is that of a statutory undertaker which has acquired part of the Site for the purposes of constructing or operating facilities which serve the Development
- 5.4 No person who is not a party to this Deed (**third party**) has or shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term under this Deed and no consent of any third party shall be required under that Act to any cancellation or variations of this Deed.
- 5.5 In the event that both the Planning Permission and Prior Approval expire or are revoked or are modified without the Owner's consent this Deed shall cease to have effect.
- 5.6 Nothing in this Deed shall be construed as a prohibition or limitation of the right to develop any part of the Site in accordance with a planning permission (other than the Prior Approval or Planning Permission) granted (whether or not on appeal) after the date of this Deed.
- 5.7 This Deed is capable of and may be registered as a local land charge in the Register of Local Land Charges maintained by the Council.
- 5.8 Nothing contained or implied in this Deed shall prejudice or affect the rights, powers, duties and obligations of the Council in the exercise of its functions in any capacity.

6 Council's Legal Expenses

The Owner covenants with the Council to pay the Council's reasonable and properly incurred legal expenses incurred in the negotiation, preparation and execution of this Deed.

7 VAT

7.1 All consideration given in accordance with the terms of this Deed will be exclusive of any VAT properly payable thereof.

7.2 If at any time VAT is or becomes chargeable in respect of any supply made in accordance with the terms of this Deed to the extent that VAT had not previously been charged in respect of that supply, the person making the supply will have the right to issue a VAT invoice to the person to whom the supply was made and the VAT will be paid accordingly.

8 Waiver and Severability

8.1 No waiver (whether expressed or implied) by the Council of any breach or default in performing or observing any of the covenants, terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any or all of the relevant terms or conditions or from acting upon any of the relevant terms or conditions or from acting upon any subsequent breach or default.

8.2 Insofar as any provisions in this Deed are found (for whatever reason) to be invalid, illegal or unenforceable then such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Deed which shall remain in effect.

9 Jurisdiction

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

Schedule

The Owner covenants with the Council that:

1. Following completion of this Deed not to apply to the Council for a Parking Permit in relating to any controlled parking zone within the vicinity of the Development in respect of any Dwelling nor to knowingly permit any owner or occupier of the Dwelling to apply to the Council for a Parking Permit and if such a permit is issued in respect of the Dwelling it shall be surrendered to the Council within seven (7) days of written demand.
2. Material used for advertising or marketing the Dwellings for letting or sale will notify prospective owners and occupiers that they will not be entitled to apply for a Parking Permit.
3. In respect of every freehold transfer or lease granted assigned transferred or otherwise provided in respect of the Dwelling the following covenant shall be imposed (or a covenant of substantially the same nature in respect of any tenancy agreement licence or other instrument entitling Occupation of the Dwelling):

"the transferee/lessee for himself and his successors in title being the owner or owners for the time being [of the terms of years hereby granted] hereby covenant with the transferor/lessor and separately with the Mayor and Burgesses of the London Borough of Hillingdon ("the Council") not to apply for nor knowingly permit an application to be made by any person residing in the premises to the London Borough of Hillingdon for a resident's parking permit (save for a disabled person's "purple badge" issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970) in respect of such premises and if such a permit is issued then it shall be surrendered within 7 days of written request to do so from the Council and this covenant shall also be enforceable by the Council under the Contracts (Rights of Third Parties) Act 1999, section 1"

Executed as a **DEED** by

HOWARTH HOMES (FARNHAM CLOSE) LIMITED

Acting by a Director and its Secretary/Two Directors

Director

Director/Secretary

A handwritten signature in black ink, appearing to be 'R. S.', with a long horizontal flourish extending to the right.

Annex 1

Plan