

DATED

15

JANUARY

2025

LINEA UB7 LTD

and

OAKNORTH BANK PLC

and

THE LONDON BOROUGH OF HILLINGDON

PLANNING OBLIGATION BY DEED PURSUANT TO SECTION 106

OF THE TOWN AND COUNTRY PLANNING ACT 1990 AND ASSOCIATED POWERS

RELATING TO THE DEVELOPMENT OF LAND KNOWN AS

TAVISTOCK WORKS, TAVISTOCK ROAD, YIEWSLEY, WEST DRAYTON, UB7 7QX

PLANNING APPLICATION NUMBER:

35810/A/P/2024/1651

Planning & Corporate Team

London Borough of Hillingdon

Civic Centre, High Street

Uxbridge, Middlesex

Ref: 3E/04/25009

and is made BETWEEN:

1. **LINEA UB7 LTD** (Co. Regn. No. 11693573) whose registered office is at c/o Pbsl, The Courtyard, 14a Sydenham Road, Croydon, United Kingdom, CR0 2EE . ("the Owner");
2. **OAKNORTH BANK PLC** (Co. Regn. No. 0859504) whose registered office is at 3rd Floor, 57, Broadwick Street, Soho, London, England, W1F 9QS ("the Mortgagee"); and
3. **THE LONDON BOROUGH OF HILLINGDON** of the Civic Centre, High Street, Uxbridge, Middlesex UB8 1UW ("the Council")

BACKGROUND

- A. The Council is the local planning authority for the purposes of the Act for the area within which Property is situated and by whom the obligations in this Agreement are enforceable.
- B. The Owner owns the freehold interest in the Property registered under Title number MX137897 at the Land Registry which is subject to a charge in favour of the Mortgagee.
- C. The Mortgagee is the registered proprietor of the charge dated 2nd October 2020 referred to in entry number 1 of the charges register of Title number MX137897.

- D. On 21st September 2022, planning permission was granted on appeal (under Planning Inspectorate reference APP/R5510/W/21/3288333 and Council reference 35810/APP/2021/1234) for redevelopment of the Property and that planning permission is bound by a deed by way of unilateral undertaking entered into by the Owner and the Mortgagee and dated 6th August 2022.

- E. An application under section 96A of the Act was approved on the 14 March 2023 under Council reference 35810/APP/2023/444) to amend the description of development to remove reference to "associated car parking", with effect that the description of the development for the planning permission referred to in recital D above now reads "Demolition of existing building and replacement with an up to 8-storey building comprising residential, landscaping and amenity space."

- F. On 25th January 2024, planning permission pursuant to Section 73 of the Act was granted by the Council under reference 35810/APP/2023/2106 for redevelopment of the Property allowing variation of Conditions 2 (Approved Plans) and 13 (Energy) of the planning permission referred to in recital E. These amendments also included the replacement of the winter gardens with balconies and the replacement of the reference to the energy statement within Condition 13 to reflect an updated energy statement . This planning permission is bound by a deed by way of unilateral undertaking entered into by the Owner and the Mortgagee and dated 22nd January 2024.

G. On 7th May 2024, the Council granted further planning permission pursuant to Section 73 of the Act under reference 35810/AP/2024/243) for redevelopment of the Property, allowing variation of Conditions 2, 3, 5 and 17 of the planning permission referred to in recital F. These variations permitted the introduction of a second stair core and reconfiguration of the ground floor, car parking and servicing arrangement and that planning permission is bound by a deed by way of unilateral undertaking entered into by the Owner and the Mortgagee and dated 30 April 2024.

H. The Owner submitted the Planning Application on 25 June 2024 to the Council and is proposing to carry out the Development in the manner described in in the Planning Application.

I. The Council by delegated authority to the Director of Planning, Regeneration and Public Realm is minded to approve the Planning Application subject to the prior completion of this Agreement.

J. The Council has considered the provisions of the development plan and taken into account planning considerations affecting the Property and considers that in the interests of the proper planning of its area the Development of the Property 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.

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);
"Affordable Housing"	means housing which complies with the definition of affordable housing in Annex 2 of the National Planning Policy Framework for local people who are unable to meet their housing needs in the local housing market because of the relationship between local housing costs and incomes;
"Air Quality Contribution"	means the Indexed Linked sum of £20,541 (twenty thousand and five hundred and forty-one pounds) to be paid by the Owner to the Council used by the Council and to be applied by the Council 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; (b) Tree and other planting; (c) Restrictions on certain types of vehicles; (d) Use of cleaner fuels on energy and heating; (e) Use of combined heat and power and community heating systems; and (f) Environmental management systems and air quality strategy;		"Authority's Area"	means the administrative area of the Council;		"Carbon Offset Contribution"	means the indexed linked sum of £36,000.00 (thirty-six thousand pounds) to be paid by the Owner to the Council and to be applied by the Council towards the provision of offsite carbon reduction measures within the Authority's Area;		"Car Club"	means a scheme which gives members of car clubs access to a pool of cars or the light-vehicles for flexible periods of time on a pay-as-you-go drive or similar basis;	means a free membership scheme for each household occupying a Residential Unit during the first two years of Occupation of that Residential Unit and such membership to be for a period of 2 (two) years beginning on the date of first Occupation of the Residential Unit;	"Car Club Membership"	means an operator of a Car Club selected by the Owner and approved in writing by the Council;	"Car Club Space"	The parking space which it is proposed be shown on Plan 2 or in such other location as agreed by the Council and which shall be for the use of the Car Club;	"Certificate of Practical Completion"	the certificate issued by the Owner's contractor, architect or project manager that the Development has been completed;
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"Charge" means a mortgage, charge or other security or loan documentation;	
"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 Property pursuant to the Planning Permission but (for the purposes of this Agreement) excluding operations consisting of: - demolition; - site clearance; - archaeological investigations and works; - ground investigations; - site survey works; - temporary access construction works; - preparatory or remediation works; - works for the laying termination or diversion of services; - the erection of any temporary means of enclosure or site notices; - decontamination works; - erection of any fences and hoardings around the Property ; and - environmental site investigations, and Commence and Commenced shall be construed accordingly;	"Construction Phase" the whole period between: (a) the start of the demolition of the existing buildings in connection with the Development or the Commencement date whichever shall occur first; and (b) the date of issue of the Certificate of Practical Completion;
"Construction Training Contribution" means the Indexed Linked sum of £21,664.38 (twenty-one thousand and six hundred and sixty-four pounds and thirty-eight pence) as referred to in Schedule 6 which shall (if payable) be used by the Council towards construction training courses delivered by recognised providers and towards the provision of a construction workplace coordinator within the Authority's Area in accordance with paragraphs 2 and 3 of Schedule 6;	

"Construction Training Programme"	the construction training programme referred to in paragraph 1 of Schedule 1 being a scheme delivered in accordance with the construction training formula contained within the Council's Planning Obligations Supplementary Planning Document dated July 2014;	
"Contributions"	means together the Payment in Lieu Housing Contribution, Air Quality Contribution, the Carbon Offset Contribution, the Construction Training Contribution, the Open Space Contribution paid by the Owner to the Council and "Contribution" shall mean any one of them;	
"Development"	means the development of the Property pursuant to the Planning Permission;	
"Determination Notice"	means a notice served pursuant to clause 9 requiring referral of any dispute or difference between the parties to be determined under clause 9, proposing an appropriate Expert and specifying the nature and substance of the dispute and the relief sought in relation to the dispute;	
"Dispose"	means the sale or letting of the relevant Residential Unit;	
"Expert"	an independent expert qualified to act as such in relation to any dispute which may have arisen relating to or arising from this Agreement between the Owner and the Council and appointed to undertake the resolution of the same, having not less than 10 years relevant professional experience;	
Highways Agreement	means one or more agreements pursuant to Section 38 and/or Section 278 of the Highways Act 1980;	
Highways Authority	means the body identified as local highways authority in respect of any street affected by the Highways Works pursuant to Part 1 of the Highways Act 1980;	
"Highways Works"	means works comprising a vehicle crossover (including dropped kerb) between Tavistock Road and the Development together with reinstatement of the footpath along Tavistock Road adjoining the Development and any other	

		reasonably incidental works agreed with the Highway Authority;
"Index Linked"	means the application of the formula provided in this agreement at clause 15 of this Agreement;	
"Interest Rate"	means the rate of interest being 2% above the base rate of National Westminster Bank Plc from time to time;	
"Monitoring Fee"	means the sum of £6,451 (six thousand four hundred and fifty-one pounds) to be applied by the Council towards the costs of monitoring and implementing this Agreement;	
"Occupied"	means occupation 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 for security purposes and Occupation and Occupy shall be construed accordingly;	
"Open Space Contribution"	means the Indexed Linked sum of £51,000 (fifty-one thousand pounds) to be paid by the Owner to the Council and to be applied to the Council towards the provision of open space in the local area and/or enhancements to existing public open space in accordance with the Council's SPD July 2014;	
"Parking Permit"	means a Resident's parking permit issued by the Council and does not include a disabled person's badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970 as amended);	
"Payment in Lieu Housing Contribution"	means the Indexed Linked Sum of £94,417 as is payable pursuant to this Agreement by the Owner to the Council for the Council to use as it considers appropriate in connection with Affordable Housing;	
"Plan 1"	means the drawing annexed to this Agreement showing the Property edged in red line and marked "Plan 1" at Appendix 2;	

"Plan 2"	means the drawing annexed to this Agreement showing the proposed location on Tavistock Road of the Car Club Space and marked "Plan 2" at Appendix 2;
"Planning Application"	means the planning application for the Development pursuant to section 73 of the Act submitted to the Council accorded reference 35810/APP/2024/1651 which seeks to vary conditions 2,3,5 and 13 of the planning permission reference 35810/APP/2021/1234 which originally permitted the demolition of existing building and replacement with an up to 8-storey building comprising residential units, landscaping and amenity space. The proposed amendments include replacing winter gardens with balconies, reducing car parking to provide 1 no. blue badge car parking space, adding an additional stair core, reconfiguring the ground floor service layout and increasing the residential units by 6 to make a total 38 units;
"Planning Obligations Officer"	means the Council's Planning Obligations Officer;
"Planning Permission"	means the planning permission to be granted pursuant to the Planning Application and substantially in the form of the draft permission at Appendix 3;
"Property"	means the property known as Tavistock Works, Tavistock Road, West Drayton UB7 7QX as is shown edged red on Plan 1;
"Reasonable Endeavours"	means the party under such an obligation will not be required to take proceedings (including any appeal) in any court, public inquiry or other hearing (unless specified to the contrary) but subject thereto and to other terms of this Deed such party will be bound to attempt to fulfil the relevant obligation by the expenditure of such effort and/or sums of money and the engagement of such professional or other advisers as in all the circumstances is commercially sensible and should reasonably be expected;

- 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;

"Resident"	means a resident of a Residential Unit and Residents shall be construed accordingly;
"Residential Units"	means the residential dwellings created pursuant to the Planning Permission and "Residential Unit" shall be construed accordingly;
"Resident's Parking Bay"	means a parking space designated by the Council by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use by residents of the locality in which the Development is situated;
"RPI"	means all items retail price index being the measure of change in the prices charged for goods and services bought for consumption in the UK produced by the Office for National Statistics or any official publication substituted for it;
"Specified Date"	means the date upon which an obligation arising under this Agreement is due to be performed unless otherwise agreed;
"VAT"	means value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax;
"Working Day"	means any day except Saturday, Sunday and any bank or public holiday and Working Days shall be construed accordingly.

- 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; and
 1.2.8.2 any orders, regulations, instruments or other subordinate legislation made under that statute or statutory provision;
- 1.2.9 references to the Property include any part of it;
- 1.2.10 references to any party in this Agreement include (subject to the terms of this Agreement) 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 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;
- 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; and
- 1.2.15 if any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of the Agreement is to be unaffected.

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 without limit of time.

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 their successors in title to the Property .

3 **CONDITIONALITY**

- 3.1 The obligations contained in the Schedules to this Deed are subject to and conditional upon:
- i. the grant of the Planning Permission; and
 - ii. Commencement of Development.

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

4 **MISCELLANEOUS**

4.1 Nothing contained or implied in this 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 Property in accordance with a planning permission, other than the Planning Permission, 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 by the Council in perpetuity against the Owner and any successors in title to the Property and assigns of the Owner in an interest or estate to the Property or any part or parts of the Property 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 This Agreement shall cease to have effect (insofar only as it has not already been complied with) 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.

4.7 Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.

4.8 The Agreement cannot be amended without the prior consent in writing of the Owner and the Council or their respective successors in title and a deed being entered into.

5 THE OWNER'S PLANNING OBLIGATIONS

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

6 COSTS

6.1 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 (such figure to have been agreed between the Owner and the Council in advance of completion of this Agreement).

6.2 Prior to Commencement of Development, the Owner will pay to the Council the Monitoring Fee. For the avoidance of doubt the Monitoring Fee shall be paid in addition to the costs referred to in clause 6.1 above.

7 REGISTRATION OF AGREEMENT

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

8 RIGHT OF ACCESS

Without prejudice to the Council's statutory right of entry the Owner shall permit the Council and its authorised employees and agents upon reasonable written notice to enter the Property at all reasonable times for the purpose (so far as reasonably required) of verifying whether or not any obligation arising under the Agreement has been performed or observed.

9. DISPUTE RESOLUTION

9.1 Subject always to clause 9.8, if any dispute arises relating to or arising out of the terms of this Agreement, either party may give to the other party or parties a Determination Notice.

9.2 The Expert will be appointed by agreement between the parties or (if within 10 Working Days after service of the Determination Notice the parties have been unable to so agree then on the application of any of the parties under clause 9.4 below) by such a person as the parties will agree to be appropriate having regard to the nature of the dispute or difference in question PROVIDED THAT the person shall have a minimum of 10 years' recent relevant experience of the subject matter of the dispute.

9.3 Any dispute over the type of Expert appropriate to resolve the dispute may be referred at the request of either party to the President or next most senior available officer of the

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

- 10. THIRD PARTIES**
- 9.4 Law Society who will have the power, with the right to take such further advice as he may require, to determine the appropriate type of Expert and to arrange his nomination. Any dispute over the identity of the Expert is to be referred at the request of either party to the President or other most senior available officer of the organisation generally recognised as being responsible for the relevant type of Expert who will have the power, with the right to take such further advice as he may require, to determine and nominate the appropriate Expert or to arrange his nomination. If no such organisation exists, or the parties cannot agree the identity of the organisation, then the Expert is to be nominated by the President or next most senior available officer of the Law Society.
- 9.5 The Expert is to act as an independent expert and:
- 9.5.1 each party may make written representations within 10 Working Days of his appointment and will copy the written representations to the other party;
- 9.5.2 each party is to have a further 10 Working Days to make written comments on the other's representations and will copy the written comments to the other party;
- 9.5.3 the Expert is to be at liberty to call for such written evidence from the parties and to seek such legal or other expert assistance as he or she may reasonably require;
- 9.5.4 the Expert is not to take oral representations from the parties without giving both parties the opportunity to be present and to give evidence and to cross-examine each other;
- 9.5.5 the Expert is to have regard to all representations and evidence before him when making his decision, which is to be in writing, and is to give reasons for his decision; and
- 9.5.6 the Expert is to use all reasonable endeavours to publish his decision within 30 Working Days of his appointment.
- 9.6 Except where stated to the contrary in this Agreement, responsibility for the costs of referring a dispute to an Expert under this clause 9, including costs connected with the appointment of the Expert, the Expert's own costs and other professional costs of any party in relation to a dispute, will be decided by the Expert.
- 9.7 The Expert's decision will (save in the case of fraud or manifest error) be final and binding on the parties.
- 9.8 This clause 9 will not apply to disputes relating to matters of law or the construction or interpretation of this Agreement which will only be subject to the jurisdiction of the courts of England.

11. NOTICES

11.1 All notices served under or in connection with this Agreement shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party;

11.2 Any notice to be served under or in connection with this Agreement shall be sent to the:

(a) Director of Planning, Regeneration and Environment, 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 the address of the Owner given on page 1 of this Agreement.

12. FORM P01

Prior to Commencement of Development the Owner shall notify the Council that it intends to Commence the Development by completing and sending Form P01 to the Council addressed to the Planning Obligations Officer, 3 North, London Borough of Hillingdon, High Street Uxbridge UB8 1UW or by email to cli@hillingdon.gov.uk and shall cite the Planning Reference.

13. 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 Property 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 Property or unit of occupation purchased by reference to a plan and the Section 106 reference Provided That the obligations in this clause 13 shall not relate to the disposal or granting of a legal charge in respect of a single Residential Unit.

14. CONTRIBUTIONS

14.1 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 11.2 (a) 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.

14.2

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.

14.3 In the event that the Contributions or any element or part of the Contributions remain unpaid or committed unconditionally to be spent within 10 years after the date on which the relevant Contribution was paid to the Council, then the Council shall within 28 days of a written demand return to the person who paid the Contribution (whether or not they maintain an interest in the Property) the unexpended or uncommitted (as the case may be) part of the Contributions (with any accrued interest).

15. INDEXATION

The Owner agrees with the Council that any sums payable by the Owner under this Agreement 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 RPI for the month 2 months before the Specified Date;
- (d) D is the RPI for the month 2 months before the date of this Agreement; and
- (e) C/D is equal to or greater than 1.

16. 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.

17. 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 Land 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.

18. LIMIT OF LIABILITY

18.1 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 entire interest in the Property or such part to which any such breach relates but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

18.2 Except for the obligations in Schedule 8, the covenants, restrictions and requirements contained in this Agreement shall not be binding upon nor enforceable against individual purchasers, lessees or occupiers of Residential Units nor against those deriving title from them.

18.3 This Agreement shall not be enforceable against any statutory undertaker or person who acquires any part of the Property or any interest therein for the sole purpose of the supply

of electricity, gas, water, drainage, telecommunication services or public transport services;

18.4 This Agreement shall not be enforceable against any mortgagee or chargee of the Property or any part thereof unless it becomes a mortgagee in possession in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.

19. JURISDICTION

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

20. MORTGAGEE'S CONSENT

The Mortgagee is party to this Agreement for the purpose of consenting to the provision hereof binding the Property and that the security of its charge over the Property shall take effect subject to this Agreement but for the avoidance of doubt the Mortgagee shall not have any liability in respect of this Agreement save if it has become a mortgagee in possession of the Property.

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

PAYMENT IN LIEU AFFORDABLE HOUSING CONTRIBUTION

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

1. Prior to Commencement of Development to pay to the Council the Payment in Lieu Affordable Housing Contribution; and
2. Not to Commence Development until the Payment in Lieu Affordable Housing Contribution has been paid.

SCHEDULE 2

AFFORDABLE HOUSING REVIEW

LATE STAGE VIABILITY REVIEW

<i>Term</i>	<i>Meaning</i>
“Affordable Housing Cap”	means the sum equating to the maximum policy required contribution towards Affordable Housing arising from this Development;
“Benchmark Land Value”	means £625,000 (six hundred and twenty-five thousand pounds);
“BPC Viability Appraisal”	means the viability appraisal dated March 2021 prepared by Bespoke Property Consultants on behalf of the Owner appended hereto at the Appendix 4 to this Agreement
“Development Expenditure”	means all the costs and expenses calculated (save where stated otherwise) in accordance with the BPC Viability Appraisal reasonably and properly expended and/or incurred by the Owner in achieving vacant possession, applying for and obtaining planning permission and in carrying out the Development including the costs and expenses reasonably and properly expended by the Owner in providing infrastructure to support and/or service the Development. For the avoidance of doubt, this figure includes, but is not limited to, the following development costs: • Marketing, agency, legal and disposal costs. • Construction costs (actual). • Professional fees • Abnormal/infrastructure costs (actual). • S.106 costs (actual). • Purchasers costs (SDLT and legal fees). • Finance costs (actual). • Planning costs. • CIL (actual)

"Development Revenue" means the net capital value calculated in accordance with the BPC Viability Appraisal of all income plus all disposal proceeds, capital payments and receipts to be paid to or received by the Owner or by others on its behalf after the date of this Deed in respect of the sale of units in the Development or any part or parts thereof. This figure excludes any incentives or developer discounts;

"Late Stage Review Contribution" means 50% (fifty per cent) of the Surplus (if any) calculated under this Schedule and Provided Always That the Late Stage Review Contribution (if any) combined with any Payment in Lieu Housing Contribution, provision of Affordable Housing Units as parts of the Development and payments made towards Affordable Housing pursuant to this Agreement shall not exceed the Affordable Housing Cap);

"Late Stage Review Date" means the date on which contracts have been exchanged for the Disposal of twenty-six (26) of the Residential Units and from which date the Review provisions shall apply in accordance with of this Schedule 2;

"Late Stage Viability Review" means a review of the financial viability of the Development applying the methodology contained within the BPC Viability Appraisal to identify whether a Late Stage Review Contribution should be made in respect of the Development. means any positive value greater than zero calculated as follows:

$$S = (A - B) - C$$

Where:

S = the Surplus

A= the Development Revenue

B = the Development Expenditure

C = the Benchmark Land Value

"Valuer"

means a chartered RICS qualified individual (who shall not be a valuer employed by the District Valuer Service) with at least ten years' experience specialising in viability reviews (in the context of

affordable housing obligations) of comparable scale and nature to the Development as appointed by the Council and the identity of the Valuer to be notified by the Owner to the Council and in the event of the Council not agreeing with such appointment the Valuer to be appointed by the President of the Royal Institute of Chartered Surveyors upon application by either the Council or the Owner (or both jointly);

LATE STAGE VIABILITY REVIEW

1. The Owner covenants with the Council as follows:

- 1.1 to notify the Council in writing of the anticipated Late Stage Review Date not less than 20 Working Days in advance of that date following which the Owner will appoint a Valuer and advise the Council of such appointment. The terms of appointment of the Valuer shall include that the Valuer will provide an appraisal of the Late Stage Viability Review by email to the Council and the Owner within 15 (fifteen) Working Days of the Owner having submitted the Late Stage Viability Review or within 15 (fifteen) Working Days of the last request in accordance with 2.5 below (whichever the later).
- 1.2 within 10 Working Days of the Review Date to prepare and submit the Late Stage Viability Review to the Valuer and to the Council and the paragraphs below shall then apply.
- 1.3 not to Occupy or cause or permit Occupation of more than 2 (two) of those 6 (six) Residential Units which were not the subject of the Late Stage Viability Review until the Late Stage Viability Review has been submitted to the Valuer and the amount of the Late Stage Review Contribution (if any) as determined by the Valuer or determined by the Expert (as applicable) and has been paid to the Council.
- 1.4 to pay:

- (a) the Valuer's reasonable costs for undertaking the appraisal of the Late Stage Viability Review; and
- (b) any reasonable costs fees expenses incurred by the Council in relation to the Late Stage Viability Review within 10 (ten) Working Days of the submission of such bill(s).

- 1.5 to respond fully and in writing within 10 (ten) Working Days to any reasonable requests from the Valuer for further information

2. The terms of appointment of the Valuer shall have included that the Valuer will provide an appraisal of the Late Stage Viability Review by email to the Council and the Owner within 15 (fifteen) Working Days of the Owner having submitted the Late Stage Viability Review or within 15 (fifteen) Working Days of the last request in accordance with 1.5 above (whichever is the later)

3. Subject to neither the Council nor the Owner having rejected the Valuer's appraisal within 15 (fifteen) Working Days from receipt of the Valuer's appraisal:

(a) in the event that the Valuer has determined there to be a Surplus the Owner shall pay to the Council the Late Stage Review Contribution within 30 (thirty) Working Days of the Council's written request;
(b) in the event that the Valuer has determined that there is no Surplus any restriction on Occupation of Residential Units pursuant to paragraph 1.3 above shall immediately cease to apply.

4. Any dispute regarding the Late Stage Viability Review shall be referred to an Expert in accordance with this Deed and the process in paragraph 3 above shall apply following the determination of the Expert as to whether there is a Surplus.

SCHEDULE 3

HIGHWAY WORKS

The Owner hereby covenants with the Council as follows:

1. Prior to Commencement of Development (save if otherwise agreed by the Council) to enter into the Highways Agreement with the Council (as Highway Authority) in relation to the Highway Works.
2. Not (save if otherwise agreed by the Council) to Commence the Development prior to having entered into the Highways Agreement with the Council (as Highway Authority) in relation to the Highway Works.
3. To carry out and complete the Highway Works prior to (save if otherwise agreed by the Council) to the Occupation of the Development.
4. Not (save if otherwise agreed by the Council) to Occupy the Residential Units prior to the Highway Works having been carried out and completed.

SCHEDULE 4

AIR QUALITY CONTRIBUTION

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

1. Prior to Commencement of Development to pay to the Council the Air Quality Contribution; and
2. Not to Commence Development until the Air Quality Contribution has been paid.

SCHEDULE 5

CARBON OFFSET CONTRIBUTION

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

1. To pay the Carbon Offset Contribution prior to the Commencement of Development.
2. There shall be no Commencement of Development until the Carbon Offset Contribution has been paid to the Council.

SCHEDULE 6

EMPLOYMENT AND TRAINING

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

1. Prior to the start of the Construction Phase the Owner shall (subject to paragraph 3 below of this Schedule 6) submit to the Council for its approval the Construction Training Programme demonstrating how the construction training will be delivered in accordance with the construction training formula as contained within the Council's Planning Obligations Supplementary Planning Document (SPD) of 2014 and thereafter shall ensure that the said scheme is provided during the Construction Phase Provided Always That the cost of delivering the Construction Training Programme shall not exceed the Construction Training Contribution.
2. Not (subject to paragraph 3 below of this Schedule 6) to commence the Construction Phase unless and until it has obtained the Council's written approval for the Construction Training Programme.
3. The Construction Training Programme will not be required where the Owner has notified the Council prior to the Construction Phase starting that the Owner elects to pay to the Council the Construction Training Contribution in lieu of performing the obligations in paragraph 1 above of this Schedule 6 .
4. In the event that the Owner has (pursuant to paragraph 3 above of this Schedule 6,) notified the Council, the Owner shall pay the Construction Training Contribution to the Council within 10 Working Days of the start of the Construction Phase or within 10 Working Days of such agreement having been reached (whichever shall occur later).
5. For the avoidance of doubt where the Owner has provided the Construction Training Programme, it is under no obligation to pay any of the Construction Training Contribution.
6. For the avoidance of doubt where the Owner has provided the Construction Training Contribution, it is under no obligations as regards a Construction Training Programme.

SCHEDULE 7

OPEN SPACE CONTRIBUTION

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

1. Prior to Commencement of Development to pay to the Council the Open Space Contribution; and
2. Not to Commence or cause or allow or permit Commencement of Development until the Open Space Contribution has been paid.

SCHEDULE 8

RESIDENTIAL PARKING PERMITS

1. To ensure that prior to Occupying a Residential Unit each new Occupier of the Residential Unit is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a Disabled Persons Badge) issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to be granted a Parking Permit to park a vehicle in a Residents Parking Bay.
2. Not to Occupy or use (or permit the Occupation or use of) a Residential Unit at any time during which the Occupier of the Residential Unit holds a Parking Permit to park a vehicle in a Resident's Parking Bay unless the Occupier is the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970).
3. The Owner for itself and its successors in title to the Property hereby acknowledges that the provisions in paragraphs 1 and 2 above shall continue to have effect for so long as the Development remains upon the Property.
4. For the avoidance of doubt no person shall be liable for a breach of the obligations in this Schedule 8 save if in relation to a Residential Unit in which such person had a legal interest at the time such breach occurred.

SCHEDULE 9

CAR CLUB

1. Prior to Occupation the Owner shall:
 - (a) enter into a contract with a Car Club Operator to provide the Car Club Membership; and
 - (b) supply to the Council a copy of the contract or other satisfactory evidence of a binding agreement having been entered into by the Owner with the chosen Car Club Operator as required by paragraph 1(a) of this Schedule 9.
2. The Owner shall provide one free Car Club Membership for each Residential Unit within the Development for a period of 2 (two) years from the date of the first Occupation of the relevant Residential Unit, such membership to be made available (and for the avoidance of doubt to be provided free of charge until the date which is 2 years from the date of first Occupation of the relevant Residential Unit) upon application by the owner or tenant or Occupier of the relevant Residential Unit to the Owner and subject to the owner or tenant or Occupier (as the case may be) of the relevant Residential Unit making such application within 2 years from the date of the first Occupation of the relevant Residential Unit and demonstrating to the Owner that at least one member of the household is eligible for membership under the rules of the applicable Car Club.
3. The Owner shall ensure that:
 - (a) all materials published by the Owner or its agents for the purpose of selling or letting a Residential Unit notifies potential purchasers or other occupants of the Car Club Membership arrangements; and
 - (b) estate agents and lettings agents are instructed in relation to the marketing of the Residential Units to draw the Car Club Membership arrangements to the attention of all occupiers or prospective occupiers.
4. In the event that a contract with a Car Club Operator is entered into pursuant to paragraph 2 above but the relevant Car Club Operator subsequently ceases to operate the Owner shall use Reasonable Endeavours to secure an alternative Car Club Operator to provide the Car Club Membership for the balance of the originally contracted term and paragraph 2 above shall apply to the appointment of such alternative Car Club Operator mutatis mutandis PROVIDED THAT this paragraph 4 shall cease to apply and have no effect where there is six months or less left to run of any two year period within which Occupiers are entitled to Car Club Membership.
5. For the avoidance of doubt where two years have elapsed since first Occupation of a Residential Unit the obligations under paragraphs 1 to 4 above shall cease to apply in respect of that Residential Unit.

6. Prior to Commencement of the Development the Owner shall pay to the Council the sum of £1,500 (one thousand and five hundred pounds) in respect of the Council's reasonable costs of making a Traffic Management Regulation Order and the carrying out of works to create the Car Club Space.

7. In the event that the Council's reasonable costs incurred as described in paragraph 6 above exceed £1,500 (one thousand and five hundred pounds) the Owner shall within twenty Working Days of a written request by the Council pay to the Council the excess Provided Always That the total combined sum to be paid to the Council pursuant to paragraphs 6 and 7 of this Schedule shall not exceed £2,500 (two thousand and five hundred pounds).

APPENDIX 1 FORM P01

FORM P01

TO: PLANNING OBLIGATIONS OFFICER
PLANNING AND REGENERATION
LONDON BOROUGH OF HILLINGDON
3N CIVIC CENTRE
HIGH STREET UXBRIDGE
MIDDLESEX UB8 1UW
EMAIL: cl@hillingdon.gov.uk 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:

((iii) 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

PLAN 2

1. This document and its design content is copyright ©, it shall be used in conformance with all other associated product information such as models, specifications, drawings and related associated documents. Do not scale from documents, all dimensions to be checked on site. Immediately report any discrepancies, errors or omissions on the document to the Originator, if it could affect.

2. In addition to the issued / made normally associated with the type of work related on the drawing, the details of the work shall be carried out in accordance with the following carried out by a competent contractor working, where appropriate, to an appropriate contract detailing.



ID	Task Name	Due Date	Status	Assigned To	Comments
001	Task 1: Initial Design	2023-10-15	Completed	John Doe	Initial design phase completed.
002	Task 2: Data Collection	2023-10-20	In Progress	Jane Smith	Collecting data from various sources.
003	Task 3: Analysis	2023-10-25	Pending	John Doe	Awaiting data for analysis.
004	Task 4: Reporting	2023-10-30	Pending	Jane Smith	Preparing final report.

Scotes @ A3	Hearing Office	Project No
1:1250	London	0010

	Client Approved
X	A - Approved

	B - Approved with Comments
	C - Do Not Use

Section	Purpose of lesson
S2	For Planning

Originator

airc.design

Circular Graphic Design

Project

Tavistock-Works
Tavistock Works
UB7 7QX

Layout Title

Existing-Site-Plan

Client:

Linea UB7 Ltd

Drawing Number							
project	designator	volume	level	type	title	number	rev
0010	AD	XX	ZZ	DR	A	0001	03

[illegible]

MEMBER OF THE COUNCIL

AUTHORISED OFFICER

[Signature]

[Signature]

Handwritten signature



MEMBER OF THE COUNCIL
AUTHORISED OFFICER
[Signature]

Notes
1. This document and its design content is copyright ©. It shall be used in conjunction with all other associated project information including models, specifications, schedules and related construction documents. Do not scale from documents. All dimensions to be taken from the master drawing. If discrepancies arise, the master drawing shall prevail.
2. In addition to the master / issue normally associated with the type of work detailed on this drawing, the contractor shall be responsible for all other work necessary to complete the project. The contractor shall be responsible for all other work necessary to complete the project. The contractor shall be responsible for all other work necessary to complete the project.

Proposed location on Tavistock Road of the Car Club Space

Rev	Description	Date	By	For Comments	Approved By
01	3108 Drawings	18/07/2022		For Comments	PS
02	Transmitted Site Map	Issue Date		Layout Comments	Approved By

Scale: 1:1250
London
Project No. 0010

Client Approved
A - Approved
B - Approved with Comments
C - Do Not Use

For Information

Originator
airc.design
airc@airc.design

Project
Tavistock-Works
Tavistock Works
UB7 7OX

Layout Title
Plan 2

Client
Linea UB7 Ltd

Project	Originator	Volume	Level	Type	Roll	Number	Rev
0010	ADE	ZZ	XX	DR	-A-	0011	01

APPENDIX 3

DRAFT PLANNING PERMISSION

Mr Mark Westcott

Application Ref:

35810/APP/2024/1651

Carneysweeney

Scott House

Suite 1, Office 3.01

The Concourse, Waterloo Station

London

SE1 7LY

TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)

GRANT OF PLANNING PERMISSION

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:

Variation of Conditions 2 (Approved Plans), 3 (Supporting Documentation), 5 (Landscape Scheme) and 13 (Energy) of Planning Inspectorate decision letter dated 21-09-2022 for appeal reference APP/R5510/W/21/3288333 (LPA planning reference 35810/APP/2021/1234) (Demolition of existing building and replacement with an up to 8-storey building comprising residential units, landscaping and amenity space) in order to:

- Replace winter gardens with balconies;
- Reduce car parking to provide 1 no. blue badge car parking space;
- Provide an additional stair core
- Reconfigure ground floor service layout; and
- Provide an additional 6no. units (to total 38 units).

Location of development:

Tavistock Works Tavistock Road Viewsley

Date of application:

24th June 2024

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

NOTES: (i) Please also see the informatives included in the Schedule of Conditions.

- (ii) Should you wish to appeal against any of the conditions please read the attached sheet which explains the procedure.
- (iii) This decision does not convey any approval or consent which may be required under any by-laws, building regulations or under any Act other than the Town and Country Planning Act 1990 (as amended).

GRANT OF PLANNING PERMISSION

Application Ref: 35810/APP/2024/1651

SCHEDULE OF CONDITIONS

1 The development hereby permitted shall be begun before the expiration of three years from 21st September 2022.

REASON

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

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

Site Location Plan:

0010-AD-XX-00-DR-A-0001 Rev 03;

Proposed Floor Plans:

0010-ADE-XX-00-DR-A-0100 Rev. 02;

0010-ADE-XX-01-DR-A-0101 Rev. 02;

0010-ADE-XX-02-DR-A-0102 Rev. 02;

0010-ADE-XX-03-DR-A-0103 Rev. 02;

0010-ADE-XX-04-DR-A-0104 Rev. 02;

0010-ADE-XX-05-DR-A-0105 Rev. 02;

0010-ADE-XX-06-DR-A-0106 Rev. 03;

0010-ADE-XX-07-DR-A-0107 Rev. 03;

0010-ADE-XX-08-DR-A-0108 Rev. 02;

Proposed Section

0010-ADE-XX-ZZ-DR-A-0225 Rev. 02;

Proposed Elevations:

0010-ADE-XX-ZZ-DR-A-0275 Rev. 02;

0010-ADE-XX-ZZ-DR-A-0276 Rev. 02;

0010-ADE-XX-ZZ-DR-A-0277 Rev. 02; and

0010-ADE-XX-ZZ-DR-A-0278 Rev. 02.

Thereafter the development shall be retained/maintained in accordance with these details for as long as the development remains in existence.

REASON

To ensure the development complies with the provisions of the Hillingdon Local Plan Part 1 (2012), Part 2 (2020) and the London Plan (2021).

3 The development hereby permitted shall not be carried out except in complete accordance with the specified supporting plans and/or documents: Flood Risk Assessment Rev. K (Dated June 2024), Transport Statement (Dated 3rd June 2024) and Travel Plan Statement (Dated 3rd June 2024).

Thereafter the development shall be retained/maintained in accordance with these details for as long as

the development remains in existence.

REASON

To ensure the development complies with the provisions of the Hillingdon Local Plan Part 1 (2012), Part 2 (2020) and the London Plan (2021).

4

No development, save for demolition and site clearance, shall take place until details of all materials and external surfaces, including details of balconies have been submitted to and approved in writing by the Local Planning Authority. These shall include information relating to make, product/type, colour and photographs/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: Part 2 (2020).

5

No development, save for demolition and site clearance, shall take place until a landscape scheme (in general conformity with the Landscape Strategy 21075-GUA-DOC-L-001), has been submitted to and approved in writing by the Local Planning Authority. The landscape scheme shall include details of Hard and Soft Landscaping, a Car Parking Layout that includes one disabled bay with active electric vehicle charging provision, cycle stands for 67 bicycles (including adequate access), boundary treatments, details of landscape maintenance and a schedule for implementation of all works, an ecological enhancement plan and full specification and design of the Green Roof. 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 12, DMHB 14, DMT 2, DMT 6 and DMEI 1 of the Hillingdon Local Plan: Part 2 (2020) and Policies G1, G5, T6, T6.2 and T7 of the London Plan (2021).

6

No development shall commence until a Dust Management Plan has been submitted to, and approved in writing by, the LPA. This must demonstrate compliance with the GLA Control of Dust and Emissions from Construction and Demolition SPG (or any successor document). The development shall be carried out in strict accordance with the approved plan.

REASON

To ensure compliance with Policy SI 1 of the London Plan (2021).

7

No development, save for demolition and site clearance, shall commence until a low emission strategy (LES) has been submitted to and approved in writing by the Local Planning Authority. The LES shall address but be not restricted to:

- 1) secure compliance with the current London Plan (March 2021), and the London Sustainable Design and construction Supplementary Planning Guidance requirements
- 2) a clear and effective strategy to encourage users to
- a) use public transport;
- b) cycle/ walk to work where practicable;
- c) enter car share schemes;
- d) purchase and drive to work zero emission vehicles.

The measures in the agreed scheme shall be maintained throughout the life of the development.

REASON

As the application site is within an Air Quality Management Area, and to reduce the impact on air quality in accordance with Policy EM8 of the Local Plan: Part 1 (2012), Policy DMEI 14 of the Hillingdon Local Plan: Part 2 (2020), Policies SI 1 and T4 of the London Plan (2021) and Paragraphs 174(e), 186 and

The development, excluding demolition, site clearance and initial ground investigation works, hereby permitted shall not commence until a scheme to deal with contamination has been submitted and approved by the Local Planning Authority (LPA). The scheme shall include all of the following measures unless the LPA dispenses with any such requirement specifically and in writing:

(a) A desk-top study carried out by a competent person to characterise the site and provide information on the history of the site/surrounding area and to identify and evaluate all potential sources of contamination and impacts on land and water and all other identified receptors relevant to the site;

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

(c) A written method statement providing details of the remediation scheme and how the completion of the remedial works will be verified shall be agreed in writing with the LPA prior to commencement. If during development or works contamination not addressed in the submitted remediation scheme is identified, an addendum to the remediation scheme must be agreed with the LPA prior to implementation; and All works which form part of the remediation scheme shall be completed and a verification report submitted to the Council's Environmental Protection Unit before any part of the development is occupied or brought into use unless the LPA 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 Hillingdon Local Plan: Part 2 (January 2020) Policies - DMEI 11: Protection of Ground Water Resources and DMEI 12: Development of Land Affected by Contamination. No development, save for demolition and site clearance, shall take place until a revised noise survey is submitted which includes details relating to mechanical ventilation impact and appropriate sound insulation details. Thereafter the development shall be carried out in strict accordance with the approved details.

REASON

To safeguard the amenity of the occupants of the surrounding properties in accordance with Policy EM8 of the Hillingdon Local Plan: Part 1 (2012), Policy DMHB 11 of the Hillingdon Local Plan: Part 2 (2020) and Policy D14 of the London Plan (2021).

No development shall proceed beyond the steel/timber/concrete superstructure (including roof structure) of the building until the principles of a Fire Statement has been submitted to and approved in writing by the Local Planning Authority (in consultation with Building Control, the Health and Safety Executive and London Fire Brigade). The statement should detail how the development proposal 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 users: suitably designed stair cores, escape for 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.

Prior to occupation of the development, the final comprehensive Fire Statement shall be submitted to and approved in writing by the Local Planning Authority and 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).

11

Prior to commencement of superstructure works, the final Overheating Strategy shall be submitted to and approved in writing by the Local Planning Authority. The submission shall demonstrate how the development will reduce the potential for internal overheating and reliance on air conditioning systems in accordance with the following cooling hierarchy:

- 1) reduce the amount of heat entering a building through orientation, shading, high albedo materials, fenestration, insulation and the provision of green infrastructure;
- 2) minimise internal heat generation through energy efficient design;
- 3) manage the heat within the building through exposed internal thermal mass and high ceilings;
- 4) provide passive ventilation;
- 5) provide mechanical ventilation; and
- 6) provide active cooling systems.

The approved details shall thereafter be implemented and retained in perpetuity.

REASON

To demonstrate that the final strategy will reduce the potential for internal overheating and reliance on air conditioning systems in accordance with the cooling hierarchy and Policy SI 4 of the London Plan (2021).

12

Prior to the commencement of works on site, a Construction Management and Logistics Plan shall be submitted to and approved in writing by the Local Planning Authority. This plan shall detail:

- (i) The phasing of the works;
- (ii) The hours of work;
- (iii) On-site plant and equipment;
- (iv) Measures to mitigate noise and vibration;
- (v) Measures to mitigate impact on air quality;
- (vi) Waste management;
- (vii) Site transportation and traffic management, including:
 - Routing;
 - Signage;
 - Vehicle types and sizes;
 - Hours of arrivals and departures of staff and deliveries (avoiding peaks times of day);
 - Frequency of visits;
 - Parking of site operative vehicles;
 - On-site loading/unloading arrangements; and
 - Use of an onsite banksman (if applicable);
- (viii) The arrangement for monitoring and responding to complaints relating to demolition and construction.

This plan should accord with Transport for London's Construction Logistic Planning Guidance and the GLA's 'The Control of Dust and Emissions during Construction and Demolition' Supplementary Planning Guidance (July 2014) (or any successor document). The construction works shall be carried

out in strict accordance with the approved plan.

REASON

To safeguard the amenity of surrounding areas and to ensure that the construction works include appropriate efficiency and sustainability measures so as not to compromise the safe and efficient operation of the local highway network and local air quality, in accordance with Policies DMT 1, DMT 2 and DME1 14 of the Hillingdon Local Plan: Part 2 (2020) and Policies D14, SI 1, T4 and T7 of the London Plan (2021).

13

Prior to above ground works, save for demolition and site clearance, full details of the low and zero carbon technology shall be submitted to and approved in writing by the Local Planning Authority. The details shall identify the specific "be clean and be green" (as set out in the London Plan energy assessment guidance) technology, where it is located in the development, its efficacy (i.e. the reduction in CO₂, maintenance details, and plans and specifications (including elevations and roof plans where appropriate). The details shall be accompanied by a reporting mechanism (Be Seen) to demonstrate that the development will continue to comply with the energy reduction targets set out in the document reference 'PR582_V03 Energy Statement (Dated June 2024)'. The development must proceed in accordance with the approved details.

REASON

To ensure the development's onsite carbon savings from regulated energy demand is achieved in perpetuity (i.e. annually over 30years) in accordance with the Policy SI2 of the London Plan (2021). The dwellings 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 dwelling shall be occupied until accreditation has been achieved.

14

REASON

In pursuance of the Council's duty under section 17 of the Crime and Disorder Act 1998 to consider crime and disorder implications in exercising its planning functions; to promote the well being of the area in pursuance of the Council's powers under section 2 of the Local Government Act 2000 to ensure the development provides a safe and secure environment in accordance with Policy DMHB 15 of the Hillingdon Local Plan: Part 2 (2020) and Policy D11 of the London Plan (2021). The development hereby approved shall ensure that 10% (4 units) of the residential units are constructed to meet the standards for M4(3)(2)(a) Wheelchair Adaptable Standard dwelling with a floor plan at no less than 1:100 submitted for each of the different M4(3) units and agreed in writing by the Local Planning Authority. All details, to include transfer zones, wheelchair storage area, and other spatial requirements within bedrooms, bathrooms, living and dining areas, should be shown on a separate plan for every different unit type. All remaining units designed to the standards for Category 2 M4(2) dwelling, as set out in Approved Document M to the Building Regulations (2010) 2015, and all such provisions shall remain in place for the life of the building.

REASON

To ensure that sufficient housing stock is provided, in accordance with Policy DMHB 16 of the Hillingdon Local Plan: Part 2 (2020) and Policies D5 and D7 of the London Plan (2021).

16

All windows indicated on the approved plans as being obscure glazed shall be obscure with permanently obscured glass to at least scale 4 on the Pilkington scale and be non-opening below a height of 1.8 metres taken from internal finished floor level for so long as the development remains in existence. Notwithstanding the approved drawings and prior to commencement of development above ground level (excluding demolition, site clearance and initial ground investigation works), details of privacy measures to windows serving living rooms and facing Yardley Court shall be submitted to and approved in writing by the LPA. The measures shall be implemented in accordance with the agreed details prior to the occupation of the respective units and thereafter shall be permanently retained/maintained.

REASON

To prevent overlooking and safeguard the privacy of future occupiers, in accordance with Policy DMHB 11 of the Hillingdon Local Plan: Part 2 (2020).

17

The residential units hereby approved shall not be occupied until a parking allocation scheme for the 1 no. disabled car parking space has been submitted to, and approved in writing by, the Local Planning Authority. The parking allocation scheme shall, as a minimum, include a requirement that the disabled car parking space shall be allocated and dedicated for the use of the residential development hereby approved and shall remain allocated and dedicated in such a manner for the life-time of the development.

REASON

To safeguard the safety of highway users, in accordance with Policies DMT 1 and DMT 2 of the Hillingdon Local Plan: Part 2 (2020) and Policies T4 and T6 of the London Plan (2021).

18

No development, save for demolition and site clearance, shall take place until plans of the site showing the existing and proposed ground levels and the proposed finished floor levels of all proposed buildings have been submitted to and approved in writing by the Local Planning Authority. Such levels shall be shown in relation to a fixed and known datum point. Thereafter the development shall not be carried out other than in accordance with the approved details.

REASON

To ensure that the development relates satisfactorily to adjoining properties in accordance with policy DMHB 11 of the Hillingdon Local Plan Part 2 (2020).

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). Nuisance from demolition and construction works is subject to control under The Control of Pollution Act 1974, the Clean Air Acts and other related legislation. In particular, you should ensure that the following are complied with:-

A. Demolition and construction works which are audible at the site boundary shall only be carried out between the hours of 08.00 and 18.00 hours Monday to Friday and between the hours of 08.00 hours and 13.00 hours on Saturday. No works shall be carried out on Sundays, Bank or Public Holidays.

B. All noise generated during such works shall be controlled in compliance with British Standard Code of Practice BS 5228:2009.

C. Dust emissions shall be controlled in compliance with the Mayor of London's Best Practice Guidance The Control of dust and emissions from construction and demolition.

D. No bonfires that create dark smoke or nuisance to local residents.

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

You are advised that this permission has been granted subject to a legal agreement under Section 106 of the Town and Country Planning Act 1990.

3

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 2012. 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 planning@hillingdon.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.

The following plans are SUPERSEDED by this planning permission:

Proposed Floor Plans:
 0010-ADE-XX-00-DR-A-01232 Rev 01;
 0010-ADE-XX-01-DR-A-01231 Rev 05;
 0010-ADE-XX-02-DR-A-01230 Rev 05;
 0010-ADE-XX-03-DR-A-01229 Rev 05;
 0010-ADE-XX-04-DR-A-01228 Rev 05;
 0010-ADE-XX-05-DR-A-01227 Rev 05;
 0010-ADE-XX-06-DR-A-01226 Rev 05;
 0010-ADE-XX-07-DR-A-01225 Rev 04;
 0010-AD-XX-08-DR-A-0108 Rev 03;

Proposed Section

0010-ADE-XX-ZZ-DR-A-02225 Rev 01;

Proposed Elevations:

0010-ADE-XX-ZZ-DR-A-02275 Rev 03;
 0010-ADE-XX-ZZ-DR-A-02276 Rev 03;
 0010-AD-XX-ZZ-DR-A-0277 Rev 04; and
 0010-AD-XX-ZZ-DR-A-0278 Rev 03.

The following plans are APPROVED by this planning permission:

Proposed Floor Plans:

0010-ADE-XX-00-DR-A-0100 Rev. 02;
 0010-ADE-XX-01-DR-A-0101 Rev. 02;
 0010-ADE-XX-02-DR-A-0102 Rev. 02;
 0010-ADE-XX-03-DR-A-0103 Rev. 02;
 0010-ADE-XX-04-DR-A-0104 Rev. 02;
 0010-ADE-XX-05-DR-A-0105 Rev. 02;
 0010-ADE-XX-06-DR-A-0106 Rev. 03;
 0010-ADE-XX-07-DR-A-0107 Rev. 03;
 0010-ADE-XX-08-DR-A-0108 Rev. 02;

Proposed Section

1.8 Following a review of the information provided in the planning application, HSE is content with the fire safety design as set out in the project description, to the extent it affects land use planning considerations.

2. Supplementary information

The following information does not contribute to HSE's substantive response and should not be used for the purposes of decision making by the local planning authority.

Fire service access and facilities

2.1 The ground floor plan drawing shows the location of a plant room within the firefighting shaft. Fire safety standards state that: "Only services associated with the fire-fighting shaft should pass through or be contained within the fire-fighting shaft. A fire-fighting shaft should not contain any cupboards or provide access to service shafts serving the remainder of the building".

2.2 Design changes to remove and relocate the plant room may not affect land use planning considerations in this instance, where this can be achieved by way of internal alterations. It will be for the applicant to demonstrate compliance at later regulatory stages.

Private amenity space - inner rooms

2.3 Section 8 of the fire statement states: "One apartment at Ground Level contains private terrace areas which are accessed from the bedrooms. These areas would have to evacuate via the bedroom and then the living area to exit the apartment. The kitchen is to be enclosed in this apartment. A linked alarm and detection system should extend to cover this area to provide any occupants with early warning to evacuate from the private terrace area".

2.4 This is noted. However, the ground floor plan drawing shows that the means of escape route from the private amenity spaces of apartment '2B4P M4-3' is via the bedroom, the living area and the 'enclosed kitchen'. This would appear to create an inner, inner, inner room which is not acceptable. Considering this apartment appears to be an 'accessible' apartment, it is likely that internal reconfiguration of this apartment will be necessary to ensure suitable means of escape is provided, such as the installation of a protected hallway leading directly to open air.

2.5 Fire safety standards state: "Enclosed private balconies serving a single dwelling should be treated as inner rooms!" and, "The escape route from the balcony should not pass through more than one access room."

2.6 In this instance, design changes necessary to improve the means of escape from the two private terraces may not affect land use planning considerations where it can be resolved by way of internal alterations. It will be for the applicant to demonstrate compliance at later regulatory stages.

Open plan apartment design

2.7 Section 8 of the fire statement identifies that the design includes residential apartments that incorporate an open plan arrangement greater than 8m x 4m with unenclosed kitchens, stating: "Proximity of the escape routes to cooking facility locations will be assessed in a fully developed fire strategy."

2.8 Fire safety standards state that: "the kitchen should be enclosed in open-plan flats having an area exceeding 8m - 4m. Cooking appliances in open-plan flats having an area smaller than 8m - 4m should not be adjacent to the entrance of the flat." Cooking facilities should be located at the most remote part of the flat to protect the means of escape.

2.9 Design analysis evidence may be required in support of the applicant's demonstration that the means of escape is capable of being safely and effectively used at all material times, at later regulatory stages. Any design changes to the internal layout of the apartments are unlikely to affect land use planning in this instance.

Design Analysis

2.10 Sections 8 and 10 of the fire statement identify the proposal for corridor/lobby smoke ventilation systems, as well as smoke ventilation to the single car parking space, and that this "is to be determined as the fire strategy develops".

2.11 Where active performance-based solutions are proposed, guidance requires a 'what if' study to assess the consequence of issues, such as system failures.

2.12 This is usually shown by computational fluid dynamics (CFD) analysis. It is unclear that suitable design analysis has been conducted so as to support the design presented to the LPA. Where CFD is completed, the applicant is advised that should the CFD modelling demonstrate that the design is not acceptable, consequential design changes are likely to affect land use planning considerations and may require further HSE consultation.

2.13 It will be for the applicant to demonstrate that the means of escape is capable of being safely and effectively used at all material times, including during firefighting operations, and that the proposed performance-based solutions provide an equivalent level of fire safety to that of code compliance.

Hydrant provision

2.14 Section 13 of the fire statement identifies that the functional status of the existing hydrant facilities is unknown. Without confirmation that there is a suitable water supply and that the existing hydrants are useable, the development might be relying on a disused water main or faulty hydrant. It will be for the applicant to demonstrate compliance at later regulatory stages. Resolving this issue may affect land use planning considerations such as the landscaping around the development, should additional hydrant installations be required.

Green roofs and terraces

2.15 The floor plan drawings show the installation of a green roof/terrace at 1st floor and roof levels (8th floor).

2.16 A green roof, wall or external planting may constitute a fire hazard as it requires a regular management and maintenance regime. The external envelope of a building should not provide a medium for undue fire spread.

2.17 Where green roofs/walls or external planting are proposed, sufficient fire resistance to prevent fire spread to any adjoining wall(s) will be required.

2.18 HSE advises that guidance for green roofs can be found in Fire Performance of Green Roofs and Walls (publishing.service.gov.uk), published by the Department for Communities and Local Government. Where regulation 7(2) applies, that regulation prevails over all the provisions in this paragraph.

2.19 It will be for the applicant to demonstrate compliance and that the proposed green roofs are viable in relation to fire safety at later regulatory stages. It should be considered that design changes, should the green roofs not be viable, may affect land use planning considerations relating to the appearance of the building.

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

539-CDA-ZZ-01-DR-A-01-0101 - received 26 Mar 2021
539-CDA-ZZ-XX-DR-A-20-0203 - received 26 Mar 2021
539-CDA-ZZ-XX-DR-A-20-0200 - received 26 Mar 2021
539-CDA-ZZ-XX-DR-A-20-0201 - received 26 Mar 2021
539-CDA-ZZ-XX-DR-A-20-0202 - received 26 Mar 2021
539-CDA-ZZ-00-DR-A-01-0100 - received 26 Mar 2021
Flood Risk Assessment and Surface Water Management Report dated February 2021 - received 26 Mar 2021

Geoenviromental Site Investigation Report: Phase I Preliminary Risk Assessment dated March 2021 - received 26 Mar 2021

Landscape Strategy (Dated May 2024) - received 21 Jun 2024
OF-001442-FSS-01-C Gateway One Fire Statement (Dated 7th June 2024) - received 21 Jun 2024
OF-001442-LPS-01-C Fire Statement (Dated 7th June 2024) - received 21 Jun 2024
OF-001442-OFS-01-B RIBA Stage 2 Fire Strategy (Dated 7th June 2024) - received 21 Jun 2024
PR582_V03 Energy Statement (Dated June 2024) - received 21 Jun 2024
PR582_V3 Overheating Assessment (Dated June 2024) - received 21 Jun 2024
Flood Risk Assessment Rev. K (Dated June 2024) - received 21 Jun 2024

NM/JN/ITL16533-010a R Transport Statement (Dated 3rd June 2024) - received 21 Jun 2024
ITL16533-011a TPS Travel Plan Statement (Dated 3rd June 2024) - received 21 Jun 2024
Daylight and Sunlight Assessment Review (Dated 19th June 2024) - received 21 Jun 2024

0010-ADE-XX-00-DR-A-0100 Rev. 02 - received 21 Jun 2024
0010-ADE-XX-01-DR-A-0101 Rev. 02 - received 21 Jun 2024
0010-ADE-XX-02-DR-A-0102 Rev. 02 - received 21 Jun 2024
0010-ADE-XX-08-DR-A-0108 Rev. 02 - received 21 Jun 2024
0010-ADE-XX-ZZ-DR-A-0225 Rev. 02 - received 21 Jun 2024
0010-ADE-XX-ZZ-DR-A-0275 Rev. 02 - received 21 Jun 2024
0010-ADE-XX-ZZ-DR-A-0276 Rev. 02 - received 21 Jun 2024
0010-ADE-XX-ZZ-DR-A-0277 Rev. 02 - received 21 Jun 2024
0010-ADE-XX-ZZ-DR-A-0278 Rev. 02 - received 21 Jun 2024
0010-ADE-XX-03-DR-A-0103 Rev. 02 - received 21 Jun 2024
0010-ADE-XX-04-DR-A-0104 Rev. 02 - received 21 Jun 2024

- 0010-ADE-XX-05-DR-A-0105 Rev. 02 - received 21 Jun 2024
- Design and Access Statement (Dated 20th June 2024) - received 21 Jun 2024
- Cover Letter (Dated 21st June 2024) - received 21 Jun 2024
- Heritage, Townscape & Visual Impact Assessment (Dated June 2024) - received 21 Jun 2024
- HCL Viability Report (Dated June 2024) - received 21 Jun 2024
- 0010-AD-XX-ZZ-DR-A-0001 Rev. 03 - received 26 Mar 2021
- 0010-ADE-XX-06-DR-A-0106 Rev. 03 - received 10 Oct 2024
- Daylight Statement (Dated 25th September 2024) - received 27 Sep 2024
- 0010-ADE-XX-07-DR-A-0107 Rev. 03 - received 10 Oct 2024

RIGHTS OF APPLICANTS AGGRIEVED BY DECISION OF LOCAL PLANNING AUTHORITY TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)

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 8424) Appeal forms can be downloaded from the Planning Inspectorate website at www.Planning-inspectorate.gov.uk

If you intend to submit an appeal that you would like examined by inquiry then you must notify the Local Planning Authority and Planning Inspectorate (inquiryappeals@planninginspectorate.gov.uk) at least 10 days before submitting the appeal.

Further details are available at www.gov.uk/government/collections/casework-dealt-with-by-inquiries

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 an 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 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 officer 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 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 4

BPC VIABILITY APPRAISAL

HCA DEVELOPMENT APPRAISAL TOOL

SCHEME

Site Reference
Tavistock Works application
Scheme Description
Housing Mix (Affordable + Open Market)
File Source
Author & Organisation
Registered Provider (where)
Date of appraisal
01/04/2021

Total Number of Units	32 units
Total Number of Open Market Units	32 units
Total Number of Affordable Units	0 units
Total Net Internal Area (sq m)	1,955 sq m
% Affordable by Unit	0.0%
% Affordable by Area	0.0%
Density	No Area Input
Total Number of A/H Persons	0 Persons
Total Number of Open Market Persons	0 Persons
Total Number of Persons	0 Persons
Gross site Area	0.00 hectares
Net Internal Housing Area / Hectare	- sq m / hectare

Average value (£ per unit)	Open Market Phase 1:	Open Market Phase 2:	Open Market Phase 3:	Open Market Phase 4:	Open Market Phase 5:	Total
1 Bed Flat Low rise	£367,296	£0	£0	£0	£0	£0
2 Bed Flat Low rise	£428,577	£0	£0	£0	£0	£0
3 Bed Flat Low rise	£513,000	£0	£0	£0	£0	£0
4 Bed + Flat Low rise	£0	£0	£0	£0	£0	£0
1 Bed Flat High rise	£0	£0	£0	£0	£0	£0
2 Bed Flat High rise	£0	£0	£0	£0	£0	£0
3 Bed Flat High rise	£0	£0	£0	£0	£0	£0
4 Bed + Flat High rise	£0	£0	£0	£0	£0	£0
2 Bed House	£0	£0	£0	£0	£0	£0
3 Bed House	£0	£0	£0	£0	£0	£0
4 Bed + House	£0	£0	£0	£0	£0	£0
Total Revenue £	£13,194,225	£0	£0	£0	£0	£13,194,225
Net Area (sq m)	1,955	-	-	-	-	-
Revenue (£ / sq m)	£6,750	-	-	-	-	-

CAPITAL VALUE OF OPEN MARKET SALES

Capital Value of Private Rental

Phase 1	£0
Phase 2	£0
Phase 3	£0
Phase 4	£0
Phase 5	£0
Total PR	£0

CAPITAL VALUE OF OPEN MARKET HOUSING
BUILD COST OF OPEN MARKET HOUSING inc Contingency
CONTRIBUTION TO SCHEME COSTS FROM OPEN MARKET HOUSING

£9,887,852 £ 3.593 psqm
£13,194,225 £ 4.795 psqm
£3,306,373

AH & RENTAL VALUES BASED ON NET RENTS

Type of Unit	Social Rented	Shared Ownership (all phases)	Affordable Rent (all phases)	Total
1 Bed Flat Low rise				
2 Bed Flat Low rise				
3 Bed Flat Low rise				
4 Bed + Flat Low rise				
1 Bed Flat High rise				
2 Bed Flat High rise				
3 Bed Flat High rise				
4 Bed + Flat High rise				
2 Bed House				
3 Bed House				
4 Bed + House				
£ psqm of CV (phase 1)	£0	£0	£0	£0

CAPITAL VALUE OF ALL AFFORDABLE HOUSING (EXCLUDING OTHER FUNDING)

RP Cross Subsidy (use of own assets)
LA s106 committed in lieu
RP Re-cycled SHG
Use of A/R rent conversion income
Other source of AH funding

OTHER SOURCES OF AFFORDABLE HOUSING FUNDING

CAPITAL VALUE OF ALL AFFORDABLE HOUSING (INCLUDING OTHER FUNDING)

BUILD COST OF AFFORDABLE HOUSING inc Contingency
CONTRIBUTION TO SCHEME COSTS FROM AFFORDABLE HOUSING

Car Parking

No. of Spaces	8
Price per Space (£)	£15,000
Value	£120,000

Value of Residential Car Parking
Car Parking Build Costs

£0
£120,000

	Capitalised annual ground rent	Open market (all phases)	Capitalised Annual Ground Rents	TOTAL CAPITAL VALUE OF RESIDENTIAL SCHEME	TOTAL BUILD COST OF RESIDENTIAL SCHEME	TOTAL CONTRIBUTION OF RESIDENTIAL SCHEME	£3,655,660
Ground rent							
Social Rented							
Shared Ownership							
Affordable Rent							
Land Payment							
Arrangement Fee							
Misc Fees (Surveyors etc)							
Finance and acquisition costs							
Total Direct Costs							
Total Marketing Costs							
Marketing (Affordable Housing)							
Developer cost of sale to RP (£)							
RP purchase costs (£)							
Intermediate Housing Sales and Marketing (£)							
Legal Fees (per Open Market unit):							
Sales/letting Fees							
Marking (Open Market Housing ONLY)							
Statutory 10% costs							
Education							
Sport & Recreation							
Social Infrastructure							
Public Realm							
Affordable Housing							
Highway							
Health							
Public Art							
Flood work							
Community Infrastructure Levy							
Other Tariff							
Local CIL @ £133.48 per m2							
Mayors CIL @ £59.48 per m2							
Other 3							
Other 4							
Statutory 10% Costs (£)							
Site Abandonment (£)							
Decontaminating tenants							
Other							
Other 2							
Other 3							
Other 4							
Other 5							
Total Site Costs Inc Fees							
Other Acquisition Costs (£)							
Fees and certification							
Other site costs							
parking costs							
External Works & Infrastructure Costs (£)							
Terraces and Balconies							
Site Specific Sustainability Initiatives							
Public Open Spaces							
Off Site Works							
Strategic Landscaping							
Roads and Sewers							
Services (Power, Water, Gas, Telco and IT)							
Site Preparation/Demolition							
External Works & Infrastructure Costs (£)							
Per unit							
% of GDV							
per Hectare							
CAPITAL VALUE OF NON-RESIDENTIAL SCHEME							
COSTS OF NON-RESIDENTIAL SCHEME							
CONTRIBUTION TO SCHEME COSTS FROM NON-RESIDENTIAL							
GROSS DEVELOPMENT VALUE OF SCHEME							
TOTAL BUILD COSTS							
TOTAL CONTRIBUTION TO SCHEME COSTS							
Non-Residential							
Commercial							
Retail							
Industrial							
Leisure							
Community Use							
Community Infrastructure Levy							
Cost							
Values							
£229,287							
£13,543,512							
£3,655,660							

Agents Fees	E4,059				
Stamp Duty	E3,044				
Total Interest Paid	E186,906				
Total Finance and Acquisition Costs					
£620,232					
Developer's return for risk and profit					
Residential	17.5%	E2,308,889	72.156 per OM unit		
Market Housing Return (inc OH) on Val					
Affordable Housing Return on Cost	8.0%	E0	per affordable unit		
Return on sale of Private Rent			#DIV/0! per PR unit		
Non-residential					
Office	E0				
Retail	E0				
Industrial	E0				
Leisure	E0				
Community-use	E0				
Total Operating Profit					
(i.e. profit after deducting sales and site specific finance costs but before deducting developer overheads and taxation)					
£2,308,889					
TOTAL COST					
£13,543,512					
Surplus/(Deficit) at completion 1/1/2022					
(3)					
Present Value of Surplus (Deficit) at 1/4/2021					
(3)					
Scheme Investment MIRR					
33.0% (before Developer's returns and interest to avoid double counting returns)					
Site Value as a Percentage of Total Scheme Value					
3.0%					
Peak Cash Requirement					
No area input per acre					
No area input per hectare					
Site Value (PV) per hectare					
-£5,327,353					

The COMMON SEAL OF THE MAYOR AND

BURGESSSES OF THE LONDON BOROUGH OF

HILLINGDON was duly affixed to this Agreement

in the presence of:

Member of the Council.....

[Signature]

Authorised Officer.....

[Signature]

EXECUTED AS A DEED by

LINEA UB7 LTD acting by:-

[Signature]

Director.....

[Signature]

~~Director/Secretary~~

in the presence of

signature of witness *note*

name (in block capitals): NATHANIEL ALTER

Address: 16 DARTMOUTH ROAD, SELLY OAK, BIRMINGHAM, B29,

EXECUTED AS A DEED by

OAKNORTH BANK PLC

Acting by

[Signature]

~~Authorised signatory~~

[Signature]

Name

Vineela Saboo

In the presence of

Signature of Witness

[Signature]

Name (in block capitals).....

YOLIN U

Address..... 57 BROADWICK STREET, LONDON, W1F 9QS

426695



