

**DATED**

14<sup>th</sup> December

**2023**

**MACKENZIE (VIVEASH) LIMITED**

**and**

**CAMBRIDGE & COUNTIES BANK LIMITED**

**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 AT  
3 VIVEASH CLOSE HAYES**

**PLANNING APPLICATION NUMBER: 36678/APP/2021/3370**

Planning & Corporate Team  
London Borough of Hillingdon  
Civic Centre, High Street  
Uxbridge, Middlesex  
Ref: 3E/04/NH 020747

**THIS PLANNING OBLIGATION BY DEED** is dated 14<sup>th</sup> December 2023  
and is made **BETWEEN**:

1. **MACKENZIE (VIVEASH) LIMITED** (company number: 09885229) a company incorporated in England and Wales whose registered office is situated at Fleetwood House 480 Bath Road Slough SL1 6BB ("the Owner");
2. **CAMBRIDGE & COUNTIES BANK LIMITED** (company number: 07972522) whose registered office is situated at Charnwood Court 5B New Walk Leicester LE1 6TE ("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 in respect of the Land and by whom the obligations in this Agreement are enforceable.
- B The Owner has a freehold interest in the Land registered under Title No. AGL54825 at the Land Registry.
- C The mortgagee holds a charge over the Land dated 13<sup>th</sup> November 2020 and registered at HM Land Registry under title number AGL54825.
- D On 6<sup>th</sup> September 2021, the Owner submitted the Planning Application to the Council for permission to develop the Site for the purposes and in the manner described in the Planning Application.
- E The Owner intends to develop the Site pursuant to the Planning Permission.
- F The Council resolved at its Major Applications Planning Committee meeting on 26 July 2022 to delegate authority to determine the Planning Application to the Head of Planning, Transportation and Regeneration subject to the prior completion of this Agreement.
- G The Council has considered the provisions of the development plan and taken into account planning considerations affecting the Site and considers that in the interests of the proper planning of its area the Development of the Site ought to only be permitted subject to the terms of this Agreement and for that purpose the parties are willing to enter into this Agreement.

## 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:

<b>"1980 Act"</b>	means the Highways Act 1980 (as amended);
<b>"1990 Act"</b>	means the Town and Country Planning Act 1990 (as amended);
<b>"AHU Plan 1"</b>	means plan number 22040-GM-22-08-DR-T-1001 attached to this Agreement at <b>Appendix 2</b> ;
<b>"AHU Plan 2"</b>	means plan number 22040-GM-22-08-DR-T-1002 attached to this Agreement at <b>Appendix 2</b> ;
<b>"AHU Plan 3"</b>	means plan number 22040-GM-22-08-DR-T-1003 attached to this Agreement at <b>Appendix 2</b> ;
<b>"AHU Plan 4"</b>	means plan number 22040-GM-22-08-DR-T-1005 attached to this Agreement at <b>Appendix 2</b> ;
<b>"AHU Plan 5"</b>	means plan number 22040-GM-22-08-DR-T-1006 attached to this Agreement at <b>Appendix 2</b> ;
<b>"Additional Affordable Housing Scheme"</b>	<p>means a scheme to be prepared by the Owner and submitted to the Council in accordance with <b>Schedule 1</b> of this Agreement detailing the Additional Affordable Housing Units to be provided and which:</p> <ul style="list-style-type: none"><li>(a) confirms which Open Market Housing Units are to be converted into Additional Affordable Housing Units and to which tenure(s);</li><li>(b) contains 1:50 plans showing the location, size and internal layout of each Additional Affordable Housing Unit;</li></ul>

	<p>(c) provides an indicative timetable for construction and delivery of the Additional Affordable Housing Units;</p> <p>(d) sets out the amount (if any) of any financial contribution also payable towards offsite Affordable Housing if paragraph 2.6 of part 2 of <b>Schedule 1</b> applies; and</p> <p>(e) describes how the Additional Affordable Housing Units will be managed;</p>
<b>“Additional Affordable Housing Units”</b>	means the Open Market Housing Units to be converted to Affordable Housing pursuant to the Additional Affordable Housing Scheme to be approved under paragraph 3 of part 2 of <b>Schedule 1</b> of this Agreement;
<b>“Affordable Housing”</b>	means housing including London Affordable Rented Housing, London Living Rent Housing, London Shared Ownership Housing and Social Rented Housing provided to eligible households whose needs are not met by the market and which housing should (a) meet the needs of eligible purchasers or renters including availability at a cost low enough for them to afford, determined with regard to local incomes and local housing prices, and (b) include provision for the home to remain at an affordable price for future eligible purchasers or renters, or, if these restrictions are lifted, for the subsidy to be recycled for alternative affordable housing provision within Greater London (as defined in section 2 of the London Government Act 1963);
<b>“Affordable Housing Provider”</b>	<p>means:</p> <p>(a) a provider of Affordable Housing registered under section 111 of the Housing and Regeneration Act 2008 (or such other relevant previous or amended or replacement statutory provision);</p>

	<p>(b) an approved development partner of Homes England (or any successor agency) which is eligible to obtain grant funding; or</p> <p>(c) any other body specialising in the provision of Affordable Housing</p> <p>in each case either nominated or approved by the Council (such approval not to be unreasonably withheld or delayed);</p>
<b>"Affordable Housing Target Tenure Split"</b>	<p>means:</p> <p>(a) 70 per cent (by Habitable Room) of the Affordable Housing Units to be provided as Social Rented Housing or London Affordable Rented Housing; and</p> <p>(b) 30 per cent (by Habitable Room) of the Affordable Housing Units to be provided as London Shared Ownership Housing;</p>
<b>"Affordable Housing Units"</b>	<p>means the provision of 44 (forty-four) Dwellings of which 31 (thirty-one) shall be Social Rent Housing Units or London Affordable Rented Housing and thirteen (13) which shall be Intermediate Housing to be constructed within the Development pursuant to <b>Schedule 1</b> in the locations shown on AHU Plan 1, AHU Plan 2, AHU Plan 3, AHU Plan 4 and AHU Plan 5;</p>
<b>"Air Quality Contribution"</b>	<p>means the Indexed Link sum of seven thousand six hundred and thirty-seven pounds (£7,637) referred to in <b>Schedule 4</b> as a contribution towards Hillingdon's delivery of its air quality local action plan and or implement specific measures on/along the road network affected by the proposal that reduce vehicle emissions and or reduce human exposure to pollution levels;</p>
<b>"Application Stage Build Costs"</b>	<p>means £29,094,000 being the estimated cost of demolition, construction, external works and assumed contingency allowance in respect of the Development as determined by the Application Stage Viability Appraisal;</p>
<b>"Application Stage GDV"</b>	<p>means forty-six million eight hundred and</p>

	three thousand and sixty-three pounds ( £46,803,063) being the estimated gross development value of the Development established by the Application Stage Viability Appraisal and which takes into account any Public Subsidy;
<b>“Application Stage Viability Appraisal”</b>	means the financial viability appraisal included in the letter form Avison Young dated 09 June 2022 referenced JGK/EH17/02C203107 that was submitted in relation to the Application and independently assessed by the Council;
<b>“Auditor”</b>	means a suitably qualified, experienced and independent person nominated by the Owner and approved in writing by the Council for the purpose of verifying the results of the Monitoring;
<b>“Authority's Area”</b>	means the administrative area of the Council;
<b>“Average Intermediate Housing Value”</b>	means the average value of London Living Rent Housing or London Shared Ownership Housing floorspace per square metre (as applicable) at the Relevant Review Date based on the relevant information provided to establish the Early Stage Review GDV or Late Stage Review Estimated GDV (as applicable) to be assessed by the Council and the Owner;
<b>“Average Low Cost Rent Housing Value”</b>	means the average value of London Affordable Rented Housing or Social Rented Housing floorspace per square metre (as applicable) at the Relevant Review Date based on the relevant information provided to establish the Early Stage Review GDV or Late Stage Review Estimated GDV (as applicable) to be assessed by the Council and the Owner;
<b>“Average Open Market Housing Value”</b>	means the average value of Open Market Housing Unit floorspace per square metre on the Site at the Relevant Review Date based on the relevant information provided to establish the Early Stage Review GDV or the Late Stage Review Estimated GDV (as

	applicable) to be assessed by the Council and the Owner;
<b>"Build Costs"</b>	<p>means the build costs comprising construction of the Development supported by evidence of these costs (to the Council's reasonable satisfaction) including but not limited to:</p> <ul style="list-style-type: none"> <li>(a) details of payments made or agreed to be paid in the relevant building contract;</li> <li>(b) receipted invoices;</li> <li>(c) costs certified by the Owner's quantity surveyor, costs consultant or agent</li> </ul> <p>but for the avoidance of doubt build costs exclude:</p> <ul style="list-style-type: none"> <li>(i) professional, finance, legal and marketing costs;</li> <li>(ii) all internal costs of the Owner including but not limited to project management costs, overheads and administration expenses; and</li> <li>(iii) any costs arising from Fraudulent Transactions;</li> </ul>
<b>"Canal's and Rivers Trust Contribution"</b>	means the sum of twenty five thousand pounds (£25,000) referred to in <b>Schedule 2</b> in respect of towpath surfacing, wayfinding, planting and public realm improvements in the area around the Site such contribution to be payable to the Council for prompt onward transmission to the Canals and Rivers Trust;
<b>"Car"</b>	means a four (4) wheeled motor vehicle other than one powered by electricity;
<b>"Carbon Offset Contribution"</b>	means the sum of one hundred and two thousand eight hundred and eighty-five pounds (£102,885.00) referred to in <b>Schedule 3</b> as a contribution to be used by the Council towards the provision of offsite carbon reduction measures within the Authority's Area;
<b>"Child Play Space Contribution"</b>	means the sum of nineteen thousand eight hundred and forty pounds (£19,840) referred to in <b>Schedule 15</b> towards the provision of

	children's play facilities in the vicinity of the Site;
<b>"Commencement of Development"</b>	<p>means the carrying out in relation to the Development of any material operation (as defined within section 56(4) of the 1990 Act) on the Site pursuant to the Planning Permission but (for the purposes of this Agreement) excluding operations consisting of:</p> <ul style="list-style-type: none"> <li>- site clearance;</li> <li>- demolition (provided always that such works do not relate to any listed building within the Site);</li> <li>- archaeological investigations and works;</li> <li>- ground investigations;</li> <li>- site survey works;</li> <li>- temporary access construction works;</li> <li>- preparatory or remediation works;</li> <li>- works for the laying termination or diversion of services;</li> <li>- the erection of any temporary means of enclosure or site notices;</li> <li>- decontamination works;</li> <li>- erection of any fences and hoardings around the Site; and</li> <li>- environmental site investigations,</li> </ul> <p>and <b>Commence, Commencement</b> and <b>Commenced</b> shall be construed accordingly;</p>
<b>"Component"</b>	<p>means a part of the Development including but not limited to:</p> <ul style="list-style-type: none"> <li>(a) Open Market Housing Units;</li> <li>(b) Affordable Housing Units;</li> <li>(c) Additional Affordable Housing Units;</li> </ul>
<b>"Construction Logistics Plan"</b>	<p>means the Framework Construction Traffic Management Plan submitted with the Planning Application or such other plan that may be agreed between the Owner and the Council referred to in <b>Schedule 10</b>;</p>



<b>"Construction Contribution"</b>	<b>Training</b>	means the sum of seventy two thousand five hundred pounds (£72,500) calculated in accordance with the Planning Obligations Supplementary Planning Document as at the date of this Agreement and to be provided in accordance with <b>Schedule 12</b> and equating to the Training Costs plus the Co-ordinator Costs, which shall be used by the Council towards construction training courses delivered by recognised providers and the provision of a construction work place co-ordinator within the Authority's Area;
<b>"Construction Training Scheme"</b>		means a construction training scheme in respect of the Development to the value of the Training Costs to be implemented by the Owner to fund, arrange and/or provide construction training for workers and/or potential workers for the Development;
<b>"Contributions"</b>		means together the Air Quality Contribution, the Carbon Offset Contribution, the Canals and Rivers Trust Contribution, the TFL Healthy Streets Contribution, the Santander Cycle Contribution, the Open Space Contribution, the Health Contribution, the Child Play Space Contribution, the Construction Training Contribution (if applicable), the Viveash Close Highway Works Contribution and the Street Lighting Scheme Contribution;
<b>"Co-ordinator Costs"</b>		means a sum to be agreed with the Council in the event the Owner implements the Construction Training Scheme or, in the event that the Construction Training Contribution is paid, means the sum calculated using the following formula as prescribed within the Planning Obligations Supplementary Planning Document <i>"Co-ordinator Costs" to be agreed but is assumed as size of development as a % of work placement co-ordinator threshold size x total cost of work place co-ordinator. One full time post, estimated at £71,675 p.a. (based on typical salary with on-costs,</i>

	<i>training budget and promotion budget) would be required for commercial schemes of 7,500 square metres or residential developments of 160 units or more. The length of the post would depend on the length of period that placements would be required to the development;</i>
<b>"Council"</b>	means the Council of the London Borough of Hillingdon
<b>"CPI"</b>	means the Consumer Prices Index published monthly by the Office for National Statistics or, if the Consumer Prices Index is no longer maintained, such replacement or alternative index as the Council may determine;
<b>"Defects Liability Period"</b>	means such period of time following practical completion of a building in which a contractor may remedy defects as may be included in the building contract for the relevant building;
<b>"Development"</b>	means the development of the Site pursuant to the Planning Permission;
<b>"Development Viability Information"</b>	<p>means</p> <ul style="list-style-type: none"> <li>(a) in respect of Formula 1b: <ul style="list-style-type: none"> <li>(i) Early Stage Review GDV; and</li> <li>(ii) Early Stage Review Build Costs;</li> </ul> </li> <li>(b) in respect of Formula 2: <ul style="list-style-type: none"> <li>(i) Average Open Market Housing Value</li> <li>(ii) Average Low Cost Rent Housing Value; and</li> <li>(iii) Average Intermediate Housing Value;</li> </ul> </li> <li>(c) in respect of Formula 3: <ul style="list-style-type: none"> <li>(i) Late Stage Review Actual GDV;</li> <li>(ii) Late Stage Review Actual Build Costs;</li> <li>(iii) Late Stage Review Estimated GDV; and</li> <li>(iv) Late Stage Review Estimated Build Costs; and</li> </ul> </li> <li>(d) in respect of Formula 4:</li> </ul>

	<p>(i) Average Open Market Housing Value</p> <p>(ii) Average Low Cost Rent Housing Value; and</p> <p>(iii) Average Intermediate Housing Value</p> <p>and including in each case supporting evidence to the Council's reasonable satisfaction;</p>
<b>"Director for Planning Regeneration and Public Realm"</b>	means the Council's Director for Planning Regeneration and Public Realm or such person as the Council designates as undertaking this role;
<b>"Disposal"</b>	<p>means:</p> <p>(a) the Sale of a Component(s) of the Development;</p> <p>(b) the grant of a lease of a term of less than 125 years of a Component of the Development; or</p> <p>(c) the grant of an assured shorthold tenancy agreement or a short term let in respect of a Component of the Development</p> <p>ALWAYS excluding Fraudulent Transactions and <b>"Dispose"</b>, <b>"Disposals"</b> and <b>"Disposed"</b> shall be construed accordingly;</p>
<b>"Dwelling"</b>	means any residential unit constructed on the Site pursuant to the Planning Permission comprising the Open Market Housing Units and the Affordable Housing Units;
<b>"Early Stage Review Build Costs"</b>	<p>means the sum of:</p> <p>(a) the estimated Build Costs remaining to be incurred; and</p> <p>(b) the Build Costs actually incurred at the Early Stage Review Date;</p>
<b>"Early Stage Review Date"</b>	means the date of the submission of the Development Viability Information pursuant to paragraph 2 of part 2 of <b>Schedule 1</b> ;
<b>"Early Stage Review GDV"</b>	<p>means the sum of</p> <p>(a) the estimated Market Value at the Early Stage Review Date of all</p>

	<p>Components of the Development based on detailed comparable evidence secured at the time of the Early Stage Review Date; and</p> <p>(b) all Public Subsidy and any Development related income from any other sources excluding any Public Subsidy repaid by the Owner to the Council and/or the GLA (as applicable);</p>
<b>"Eligible Purchaser"</b>	means a purchaser or purchasers whose Household Income at the date of purchasing the relevant London Shared Ownership Housing Unit does not exceed the relevant upper limit specified in the latest London Plan Annual Monitoring Report such amount at the date of this Agreement being ninety thousand pounds (£90,000);
<b>"Eligible Renter"</b>	means an existing private or social tenant or tenants without sufficient combined current savings to purchase a home in the local area and whose Household Income at the date of renting the relevant London Living Rent Housing Unit does not exceed the relevant upper limit specified in the latest London Plan Annual Monitoring Report such amount at the date of this Agreement being sixty thousand pounds (£60,000) and who meets the other criteria (if any) specified in the latest London Plan Annual Monitoring Report;
<b>"Energy Monitoring Portal"</b>	means the 'Be seen' webpage of the GLA's website and the email address ZeroCarbonPlanning@london.gov.uk, or any other such method of submission that may replace this;
<b>"External Consultant"</b>	means an independent external consultant(s) appointed by the Council to assess the Development Viability Information that has not previously made any assessment of the Development Viability Information;

<b>"Form PO1"</b>	means the form in the substantial format attached at <b>Appendix 1</b> ;
<b>"Formula 1b"</b>	means the formula identified as "Formula 1b" within the annex to Part 2 of <b>Schedule 1</b> ;
<b>"Formula 2"</b>	means the formula identified as "Formula 2" within the annex to Part 2 of <b>Schedule 1</b> ;
<b>"Formula 3"</b>	means the formula identified as "Formula 3" within the annex to Part 2 of <b>Schedule 1</b> ;
<b>"Formula 4"</b>	means the formula identified as "Formula 4" within the annex to Part 2 of <b>Schedule 1</b> ;
<b>"Fraudulent Transaction"</b>	means: (a) a transaction the purpose or effect of which is to artificially reduce the Late Stage Review Actual GDV and/or artificially increase the Late Stage Review Actual Build Costs; or (b) a Disposal that is not an arm's length third party bona fide transaction;
<b>"GLA"</b>	means the Greater London Authority or any successor in statutory function;
<b>"Habitable Room"</b>	means any room within a Dwelling the primary use of which is for living, sleeping or dining and which expressly includes kitchens of thirteen (13) square metres or more, living rooms, dining rooms and bedrooms but expressly excludes kitchens with a floor area of less than thirteen (13) square metres, bathrooms, toilets, corridors and halls;
<b>"Health Contribution"</b>	Means the sum of sixty-nine thousand and ninety-eight pounds (£69,098) referred to in <b>Schedule 13</b> to be paid to the Council towards the improvement of health provision in the Authority's Area;
<b>"Household"</b>	means, in relation to a person "A", A and all other persons who would, after purchasing a London Shared Ownership Housing Unit or renting a London Living Rent Housing Unit (as appropriate) share that London Shared Ownership Housing Unit or London Living Rent Housing Unit with A and one another as the only or main residence of both A and such other persons;
<b>"Household Income"</b>	means

	<p>(a) in relation to a single Eligible Purchaser or a single Eligible Renter, the gross annual income of that Eligible Purchaser's or Eligible Renter's Household; and</p> <p>(b) in relation to joint Eligible Purchasers or joint Eligible Renters, the combined gross annual incomes of those Eligible Purchasers' or Eligible Renters' Households;</p>
<b>"Index Linked"</b>	means the application of the formula provided at <b>clause 15</b> ;
<b>"Intermediate Housing"</b>	means London Living Rent Housing, London Shared Ownership Housing or all or any of them (as the context requires);
<b>"Late Stage Review Actual Build Costs"</b>	means the Build Costs incurred at the Late Stage Review Date which for the avoidance of doubt shall exclude any contingency allowance;
<b>"Late Stage Review Actual GDV"</b>	<p>means the sum of:</p> <p>(a) the value of all gross receipts from any Sale of a Component of the Development prior to the Late Stage Review Date;</p> <p>(b) the Market Value of any Component of the Development that has been otherwise Disposed prior to the Late Stage Review Date but not Sold; and</p> <p>(c) all Public Subsidy and any Development related income from any other sources excluding any Public Subsidy repaid by the Owner to the Council and/or the GLA (as applicable)</p> <p>in respect of which the supporting evidence to be submitted as part of the Development Viability Information shall include documentary evidence of all gross receipts under (a) and evidence of rental values achieved for different Components of the Development under (b);</p>

<b>"Late Stage Review Cap"</b>	means the cap on the Late Stage Review contribution as calculated in accordance with Formula 4;
<b>"Late Stage Review Contribution"</b>	means a financial contribution for the provision of off-site Affordable Housing in the Authority's Area the precise value of which shall be calculated in accordance with Formula 3 and which shall be subject to the Late Stage Review Cap;
<b>"Late Stage Review Date"</b>	means the date on which 75 per cent of the Open Market Housing Units have been Disposed as determined by the Council pursuant to paragraph 15.3 of part 2 of <b>Schedule 1</b> ;
<b>"Late Stage Review Estimated Build Costs"</b>	means the estimated Build Costs remaining to be incurred at the Late Stage Review Date;
<b>"Late Stage Review Estimated GDV"</b>	means the estimated Market Value at the Late Stage Review Date of all remaining Components of the Development that are yet to be Disposed based on detailed comparable evidence;
<b>"London Affordable Rented Housing"</b>	means rented housing provided by an Registered Provider that has the same characteristics as Social Rented Housing except that it is not required to be let at Target Rents but is subject to other rent controls that require it to be offered to eligible households in accordance with Part VI of the Housing Act 1996 at a rent that is: <ul style="list-style-type: none"> <li>(a) including Service Charges, up to 80 per cent of local market rents; and</li> <li>(b) excluding Service Charges, no higher than the benchmark rents published by the GLA annually in accordance with the Mayor's Funding Guidance;</li> </ul>
<b>"London Plan"</b>	means the London Plan published in 2021 as revised from time to time;
<b>"London Plan Annual Monitoring Report"</b>	means the monitoring report published annually by the Mayor of London reviewing the progress being made in implementing the policies and addressing the objectives of

	the London Plan or any replacement GLA guidance or policy;
<b>"London Shared Ownership Housing"</b>	<p>means housing offered to Eligible Purchasers to be occupied partly for rent and partly by way of owner occupation on shared ownership arrangements as defined in section 70 (4) of the Housing and Regeneration Act 2008 (or any amended or replacement provision) where the shared ownership lessee for the time being has the right to carry out Staircasing and dispose of the unit on the open market and on the basis that annual housing costs, including Service Charges and mortgage payments (assuming reasonable interest rates and deposit requirements):</p> <ul style="list-style-type: none"> <li>(a) must not exceed twenty eight per cent (28%) of the relevant annual gross income upper limit (such twenty eight per cent (28%) being equivalent to forty per cent (40%) of net income, with net income being assumed to be seventy per cent (70%) of gross income) specified in the London Plan Annual Monitoring Report; and</li> <li>(b) in respect of the following sizes of units, must not exceed twenty eight per cent (28%) of the corresponding annual gross income upper limit below (such twenty eight per cent (28%) being equivalent to forty per cent (40%) of net income, with net income being assumed to be seventy (70%) per cent of gross income): <ul style="list-style-type: none"> <li>(i) one-bedroom: £60,000;</li> <li>(ii) two-bedroom: £80,000; and</li> <li>(iii) three-bedroom: ninety thousand pounds (£90,000);</li> </ul> </li> </ul> <p>SAVE THAT the restriction in sub-paragraph (b) applies in relation only to the first letting of each London Shared Ownership Housing</p>



	<p>Unit and in any event shall cease to apply to any London Shared Ownership Housing Unit that has not been reserved or purchased by an Eligible Purchaser within the three-month period from the date on which the unit is first made available for Occupation PROVIDED THAT during this period the Developer has made reasonable endeavours to sell the unit including marketing through the GLA's Homes for Londoners online portal (or any successor/replacement website);</p> <p>and <b>"London Shared Ownership Lease"</b> and <b>"London Shared Ownership Lessee"</b> shall be construed accordingly;</p>
<b>"London Shared Ownership Housing Units"</b>	<p>means the 13 Affordable Housing Units as shown on AHU Plans 1 to 5 inclusive comprising 40 Habitable Rooms to be made available for London Shared Ownership Housing in accordance with <b>Schedule 1</b> of this Agreement together with any Additional Affordable Housing Units which are to be delivered as London Shared Ownership Housing;</p>
<b>"Low Cost Rent Housing"</b>	<p>means Social Rented Housing, London Affordable Rented Housing or both (as the context requires);</p>
<b>"Market Value"</b>	<p>means the price at which the sale of the relevant property interest would have been completed unconditionally for cash consideration on the Relevant Review Date based on detailed comparable market evidence, including evidence of rental values achieved for any Component of the Development which has been Disposed but not Sold, to be assessed by the Council and assuming:</p> <ul style="list-style-type: none"> <li>(a) a willing seller and a willing buyer;</li> <li>(b) that, prior to the date of valuation, there has been a reasonable period of not less than six months for the proper marketing of the interest (having regard to the nature of the property and</li> </ul>

	<p>the state of the market) for the agreement of the price and terms and for the completion of the sale;</p> <p>(c) that no account is taken of any additional bid by a prospective purchaser with a special interest; and</p> <p>(d) that both parties to the transaction have acted knowledgeably, prudently and without compulsion;</p>
<b>"Mayor's Funding Guidance"</b>	means "Homes for Londoners: Affordable Homes Programme 2021-26 Funding Guidance" published by the Mayor of London in November 2020 or any update or replacement guidance;
<b>'Monitoring'</b>	means a survey of employees/residents/users, being persons making the journey to/from the Development, using a questionnaire in a form supplied or approved by the Council with the object of ascertaining the modes of transport used by such persons (or any alternative method of achieving that object approved in writing by the Council from time to time);
<b>"Monitoring Period"</b>	means the period of up to a maximum of five (5) years beginning on Occupation of the Commercial Units or the Dwellings (as the case may be);
<b>"Occupation Date"</b>	means the date on which any part of the Development (or any part or phase) is first occupied for the purposes set out in the Planning Permission excluding occupation for the purposes of fitting out or marketing the Development (or any part or phase) and the terms <b>"Occupy"</b> , <b>"Occupied"</b> , <b>"Occupier"</b> and <b>"Occupation"</b> shall be construed accordingly
<b>"Open Market Housing Units"</b>	means the 83 Dwellings comprising 233 Habitable Rooms which are to be sold or let on the open market and which are not Affordable Housing Units;

<b>"Open Space Contribution"</b>	means the sum of one hundred and sixty-nine thousand five hundred pounds (£169,500) referred to in <b>Schedule 14</b> to be paid to the Council towards the provision and maintenance of open space in the Authority's Area and/or enhancements to existing public open space;
<b>"Parking Management Contribution"</b>	means the Index Linked financial contribution sum of eight thousand pounds (£8,000) referred to in <b>Schedule 14</b> which shall be used by the Council towards (but not limited to): <ul style="list-style-type: none"> <li>- An assessment of the impacts of the Development on the local highway network of the Development;</li> <li>- Implementation of an on-street parking management scheme or parking controls to overcome the impacts highlighted in the assessment referred to above;</li> </ul>
<b>"Parking Management Period"</b>	means a period of 3 years commencing from the date of full Occupation of the Development;
<b>"Parking Permit"</b>	means a resident's parking permit issued by the Council (which for the avoidance of doubt does not include a disabled person's badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970 as amended);
<b>"Plan "</b>	means the plan attached to this Agreement at <b>Appendix 2</b> ;
<b>"Planning Application"</b>	means the application for planning permission for the redevelopment of the site to erect a part 10 storey and part 11 storey residential led development comprising 127 flats and residents lounge with associated access (including Public Access Improvements) and landscaping works following demolition of existing light industrial building under the Council's reference number 36678/APP/2021/3370;
<b>"Planning Permission"</b>	means the planning permission that may be granted in pursuance of the Planning

	Application substantially in the form of the draft permission at <b>Appendix 3</b> ;
<b>“Planning Reference”</b>	means planning reference 36678/APP/2021/3370;
<b>“Project Management and Monitoring Fee”</b>	means the sum equivalent to five percent (5%) of the total Contributions that are payable under this Agreement to be used by the Council at its discretion for its costs incurred in administering, monitoring, reviewing and implementing this Agreement;
<b>“Protected Tenant”</b>	means a tenant (or a successor in title to such tenant) who: <ul style="list-style-type: none"> <li>a) has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit;</li> <li>b) has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Housing Unit; and</li> <li>c) has been granted a Shared Ownership Lease by a Registered Provider (or similar arrangement where a share of the Affordable Housing Unit is owned by the tenant and a share is owned by the Registered Provider) in respect of a particular Affordable Housing Unit and the tenant has subsequently purchased from the Registered Provider all the remaining shares so that the tenant owns the entire Affordable Housing Unit;</li> </ul>
<b>“Public Subsidy”</b>	means funding from the Council and/or the GLA together with any additional public subsidy secured by the Owner to support the delivery of the Development;
<b>“Registered Provider”</b>	means: <ul style="list-style-type: none"> <li>(a) a provider of Affordable Housing registered under section 111 of the Housing and Regeneration Act 2008 (or such other relevant previous or</li> </ul>

	<p>amended or replacement statutory provision);</p> <p>(b) an approved development partner of Homes England (or any successor agency) which is eligible to obtain grant funding; or</p> <p>(c) any other body specialising in the provision of Affordable Housing;</p>
<b>“Relevant Review Date”</b>	means the Early Stage Review Date or the Late Stage Review Date (as the context requires);
<b>“Rent Guidance”</b>	means the Guidance on Rents for Social Housing and the Direction on the Rent Standard 2019 issued by the Department of Communities and Local Government or such other replacement guidance or direction or legislation;
<b>“Rent Standard”</b>	means the standard relating to rent set by the Regulator of Social Housing from time to time having regard to the Welfare Reform and Work Act 2016, the Rent Guidance and the Direction on the Rent Standard 2019 issued by the Department for Communities and Local Government or such other replacement direction or legislation;
<b>“Residential Travel Plan”</b>	means a framework plan to be provided and adopted by the Owner as approved in writing by the Council to encourage means of travel to and from the Dwellings other than by the driver only private car in accordance with <b>Schedule 8</b> ;
<b>“Reportable Unit”</b>	means a Reportable Unit (Energy Centre), Reportable Unit (Residential) or Reportable Unit (Non-Residential);
<b>“Reportable Unit (Energy Centre)”</b>	means either a connection to a third-party District Heating Network, a self-contained Energy Centre serving multiple residential/non-residential properties (within the Site) or a self-contained energy system serving multiple residential properties (within a Block or Building);

<b>“Reportable Unit (Residential)”</b>	means an individual Block or Building of five or more flats or a group of five or more houses;
<b>“Reportable Unit (Non-Residential)”</b>	means a Building with a single occupier/tenant (including block of flats' communal areas) or a Building with multiple tenants;
<b>“Residential Travel Plan Bond”</b>	means the bond in the sum of twenty thousand pounds (£20,000) to secure compliance with <b>Schedule 8</b> or the Residential Travel Plan in order to meet the objectives of the Residential Travel Plan in a form first approved by the Council in writing;
<b>“Residential Travel Plan Co-ordinator”</b>	means the person or persons to be appointed by the Owner to act as co-ordinator of the Residential Travel Plan who shall be responsible for the implementation, monitoring and progress reporting of the Residential Travel Plan for a period of not less than the Monitoring Period in order to achieve the objectives of the Residential Travel Plan;
<b>“Residential Units”</b>	means the 127 units of residential accommodation comprising 365 Habitable Rooms to be provided as part of the Development comprising the Open Market Housing Units and the Affordable Housing Units
<b>“Sale”</b>	(a) the sale of the freehold of a Component; or (b) the grant of a lease of a Component with a term of 125 years or more and subject to nominal rent and <b>“Sold”</b> shall be construed accordingly;
<b>“Santander Cycle Scheme Contribution”</b>	means the sum of fifteen thousand pounds (£15,000) referred to in <b>Schedule 6</b> towards the provision of docking stations bicycles and operating technology in relation to the Santander cycle hire scheme operated in the London Borough of Hillingdon;
<b>“Service Charges”</b>	means all amounts payable by a tenant or owner (as appropriate) of the relevant London Affordable Rented Housing Unit,

	London Living Rent Housing Unit or London Shared Ownership Housing Unit as part of or in addition to the rent and directly or indirectly for services, repairs, maintenance, improvements, insurance and/or the landlord's costs of management in relation to that London Affordable Rented Housing Unit, London Living Rent Housing Unit or London Shared Ownership Housing Unit;
<b>"Significant Under-Performance"</b>	means delivery of less than fifty percent (50%) of the total outputs specified in the Construction Training Scheme;
<b>"Site"</b>	means the property known as 3 Viveash Close Hayes UB3 4RY and shown for identification purposes only edged red on <b>Plan 1</b> ;
<b>"Social Rented Housing"</b>	means rented housing owned and managed by local authorities or Registered Providers and let at Target Rents;
<b>"Social Rented Housing Units"</b>	means up to 31 Affordable Housing Units as shown on AHU Plans 1 to 5 inclusive comprising 99 Habitable Rooms to be made available for Social Rented Housing in accordance with <b>Schedule 1</b> of this Agreement together with any Additional Affordable Housing Units which are to be delivered as Social Rented Housing;
<b>"Specified Date"</b>	means the date upon which an obligation arising under this Agreement is due to be performed;
<b>"Staircasing"</b>	means the acquisition by a London Shared Ownership Lessee of additional equity in a London Shared Ownership Housing Unit up to a maximum of one hundred per cent (100%) equity and <b>"Staircased"</b> shall be construed accordingly;
<b>"Street Lighting Scheme Contribution"</b>	means the Index Linked sum of twenty-five thousand five hundred and thirty-two pounds and seventy-eight pence (£25,532.78 ) referred to in <b>Schedule 17</b> ;
<b>"Substantial Implementation"</b>	means the occurrence of the following in respect of the Development:

	<ul style="list-style-type: none"> <li>(a) completion of all ground preparation works for the Development and all site-wide enabling works;</li> <li>(b) completion of the foundations for the core of the Development;</li> <li>(c) construction of the ground floor slab of the Development; and</li> <li>(d) letting of a contract for the construction of the Development;</li> </ul>
<b>“Substantial Implementation Target Date”</b>	means the date 24 months from but excluding the date of grant of the Planning Permission
<b>“Targets”</b>	means for targets for achieving a decrease in the proportion of persons travelling to and from the Dwellings (as the case may be) by driver only private Car to using more sustainable modes of transport (where walking, cycling or the use of public transport are more sustainable than using a Car) as calculated in the Residential Travel Plan (as the case may be) which shall be submitted to and approved by the Council for the Dwellings;
<b>“Target Rents”</b>	means rents for Social Rented Housing conforming with the pattern produced by the rents formula set out in the Rent Guidance and subject to the limit on rent changes and rent caps set out therein and subject to indexation as permitted by the Rent Standard from time to time;
<b>“Target Return”</b>	means profit on value of 15.59 per cent as determined within the Application Stage Viability Appraisal being the blended profit of the Open Market Housing Units, the Affordable Housing Units and any other Component of the Development as a percentage of gross development value;
<b>“TFL”</b>	means Transport for London or any other organisation that replaces Transport for London;
<b>“TFL Healthy Streets A312 Corridor Contribution”</b>	means the sum of eighty-five thousand eight hundred and sixty pounds (£85,860) to be paid in respect of TFL Healthy Streets



	Contribution referred to in <b>Schedule 6</b> to be used by TFL towards measures to mitigate the impact of the Development on the A312 corridor (including the Bulls Bridge junction) and consequent deterioration in conditions for road users;
<b>"Training Costs"</b>	means the sum of seventy two thousand seven hundred and thirty five pounds (£72,735);
<b>"VAT"</b>	means value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax; and
<b>"Viveash Close Highway Works Contribution"</b>	means the sum of one hundred and ninety six thousand pounds (£196,000) referred to in <b>Schedule 7</b> to be paid for the resurfacing of the footways and replacement of kerbs along Viveash Close;
<b>"Working Day"</b>	means any day except Saturday, Sunday and any bank or public holiday and <b>Working Days</b> shall be construed accordingly.

**1.2 In this Agreement:**

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

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

## **3 CONDITIONALITY**

The obligations contained in the schedules to this Agreement are save for Schedule 1 Part 2 paragraphs 1 to 4 inclusive which shall be in force and have effect on the grant of the Planning Permission subject to and conditional upon:

- (i) the grant of the Planning Permission; and
- (ii) Commencement of the Development.

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

## **4 MISCELLANEOUS**

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

Development as specified in the Planning Application, granted after the date of this Agreement, whether or not pursuant to an appeal.

- 4.3 No waiver (whether express or implied) by the Council of any breach or default by the Owner in performing or observing any of the covenants undertakings obligations or restrictions contained in this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said covenants undertaking or obligation from acting upon any subsequent breach or default in respect of the Owner.
- 4.4 Nothing in this Agreement shall be construed as a grant of planning permission.
- 4.5 Unless expressly agreed otherwise in this Agreement, the covenants in this Agreement shall be enforceable without any limit of time against the Owner and any successors in title to the Site and assigns of the Owner in an interest or estate to the Site or any part or parts of the Site as if that person had also been an original covenanting party in respect of the interest or estate for the time being held by that person.
- 4.6 No party to this Agreement nor its successors in title nor any person deriving title from or under them shall be liable for any breach of any of the planning obligations or other obligations contained in this Agreement after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 4.7 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.
- 4.8 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.
- 4.9 In the event that the planning obligations contained in this Agreement being modified a note or memorandum thereof shall be endorsed upon this Agreement.
- 4.10 The Agreement cannot be amended or discharged without the prior consent in writing of the Owner and the Council or their respective successors in title.

## **5 THE OWNER'S PLANNING OBLIGATIONS**

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

## **6 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.
- 6.2 Prior to Commencement of Development the Owner will pay to the Council the Project Management and Monitoring Fee. For the avoidance of doubt the Project Management and Monitoring Fee shall be paid in addition to the costs referred to in clause 6.1 above.

## **7 REGISTRATION OF AGREEMENT**

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

## **8 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 Site at all reasonable times for the purpose of verifying whether or not any obligation arising under the Agreement has been performed or observed.

## **9. ARBITRATION**

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

9.1.1 the tribunal shall consist of one other arbitrator appointed jointly by the parties;

9.1.2 in default of the parties' agreement as to the arbitrator, the arbitrator shall be appointed on either party's request by the President for the time being of the Royal Institution of Chartered Surveyors;

9.1.3 the costs of the arbitration shall be payable by the parties in the proportions determined by the arbitrator (or if the arbitrator makes no direction, then equally); and

9.1.4 the seat of the arbitration shall be London

## **10. THIRD PARTIES**

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.

## **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 for Planning, Regeneration and Public Realm, London Borough of Hillingdon, Civic Centre, High Street, Uxbridge, Middlesex, UB8 1UW and shall cite the Planning Reference for this Agreement; and

b) The Owner at Fleetwood House, 480 Bath Road, Slough, SL1 6BB

## **12. FORM PO1**

Prior to Commencement of the Development the Owner shall notify the Council that it intends to Commence the Development by completing and sending Form PO1 to the Council addressed to the Director for Planning Regeneration and Public Realm and Director of Resident Services, 3 North, London Borough of Hillingdon, High Street Uxbridge UB8 1UW or by email to [cil@hillington.gov.uk](mailto:cil@hillington.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 Land save for individual Dwellings 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 Land or unit of occupation purchased by reference to a plan and the Section 106 Reference.

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

#### **15 MORTGAGEE**

15.2 The obligations and restrictions in this Deed SAVE FOR AND EXCEPT the obligations and restrictions in Schedule 1 shall not be binding on or enforceable against:

15.2.1 the residential owner or occupiers of individual Affordable Housing Units (except the obligations and restrictions contained in Schedule 1 which

shall in each case shall be enforceable against such owner and occupiers);

15.2.2 a mortgagee or chargee from time to time of any of the persons referred to in clauses 15.2.1 which shall have the benefit of a mortgage or charge over the relevant units or any part thereof unless such mortgagee or chargee has entered into possession of the Land or any part thereof.

15.3 Save for provisions of Schedule 1 of this Deed, In respect only of the Affordable Housing Units and/or Additional Affordable Units provided pursuant to this Deed nothing contained within this Deed shall bind any mortgagee or chargee of the Registered Provider or any administrator, fixed charge receiver (including an administrative receiver appointed pursuant to the Law of Property Act 1925) administrative receiver Housing Administrator or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security (each a "Receiver") exercising a power of sale in respect of the Affordable Housing Units and their successors in title.

## **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 Index of Retail Prices for the month 2 months before the Specified Date;
- (d) D is the Index of Retail Prices 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. JURISDICTION**

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

**19. MORTGAGEE'S CONSENT**

The Mortgagee acknowledges and declares that this Agreement has been entered into by the Owner with its consent and that the Land shall be bound by the obligations contained in this Agreement and that the security of its charge over the Land shall take effect subject to this Agreement PROVIDED THAT the Mortgagee shall otherwise have no liability under this Agreement unless they take possession of the Land in which case they too will be bound by the obligations as if they were a person deriving title from the Owner.

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**  
**PART 1 - AFFORDABLE HOUSING**

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

1. Not to Occupy or allow Occupation of the Development or in respect of any Additional Affordable Housing Units not to allow Occupation of more than 50% of the Open Market Units until such time as:
  - 1.1 The Affordable Housing Units have been completed in accordance with the Planning Permission and unless the Council agrees otherwise to the standards set out in the Approved Documents published by the Ministry for Housing Culture Media and Sport pursuant to Schedule 1 and Regulation 7 of the Building Regulations 2010 (or any updated or amended version from time to time in force);
  - 1.2 The Affordable Housing Units have been made ready for Occupation; and
  - 1.3 To provide written confirmation to the Planning Obligations Officer that the Affordable Housing Units have been transferred or demised to a Registered Provider either on a freehold basis or on a long lease of at least ninety nine (99) years to a Registered Provider or other social for this transaction and the disposition to be with the benefit of:
    - (a) full and free rights of access both pedestrian to the Affordable Housing Units;
    - (b) full and free rights of the passage of water soil electricity gas and other services through the pipes drains channels wires cables and conduits which shall be in the adjoining land to the Affordable Housing Units all such services to be connected to the mains;
2. To ensure that the Affordable Housing Units are used, occupied and retained in perpetuity for no purpose other than for the provision of Affordable Housing save that this obligation and obligation at paragraph 2 of this Schedule shall not be binding on:
  - 2.1 A Protected Tenant of an Affordable Housing Unit or anyone deriving title from such Protected Tenant;

- 2.2 A Chargee or their successors in title provided that the Chargee has complied with the obligation in paragraph 7 of this Schedule, the Chargee shall be entitled to dispose of the Affordable Housing Units free from the affordable housing provisions in this Schedule 1 which shall determine absolutely; and
- 2.3 Any mortgagee or chargee (or any receiver appointed by such mortgagee or chargee) of any Protected Tenant or any successors in title to any such mortgagee or chargee or receiver.
3. The Development shall not be Occupied until such legal agreements have been entered into with the Council as the Council considers necessary relating to the nomination of tenants/Owner/occupiers for the Affordable Housing Units and to securing that the Affordable Housing Units are retained as Affordable Housing in perpetuity which shall mean a nominations agreement between the Council and the Registered Provider of that unit or other such legal agreements as are reasonably required by the Council.
4. Disposal to a Registered Provider shall be subject to a condition that the Registered Provider enters into such legal agreements as are reasonably required by the Council relating to the nomination of tenants/Owner/occupiers for the Affordable Housing Units.
5. The Owner or the Registered Provider where relevant shall pay the Council's reasonable and proper costs in dealing with any notices, enquiries or further agreements relating to this Part 1 of this Schedule 1.
6. For the purpose of this schedule the following definitions will apply:
- "Charge"** means a mortgage, charge or other security or loan documentation granting a security interest in the Affordable Housing Units and/or the Additional Affordable Housing Units (or any number of them) in favour of the Chargee;
- "Chargee"** means any mortgagee or chargee of the Affordable Housing Provider of the Affordable Housing Units or the Additional Affordable Housing Units (or any number of them) and any receiver (including an administrative receiver) and manager appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator;

**"Date of Deemed Service"** means, in each instance where a Chargee has served a Default Notice under paragraph 7.1(a) of schedule 1:

- (a) in the case of service by delivery by hand of the Default Notice to the Council's offices at Civic Centre High Street Uxbridge UB8 1UW between the hours of 0900 and 1700 Monday to Friday, the date on which the Default Notice is so delivered; or
- (b) in the case of service by using first class registered post to the Council's offices at Civic Centre High Street Uxbridge UB8 1UW, the second Working Day after the date on which the Default Notice is posted (by being placed in a post box or being collected by or delivered to Royal Mail) PROVIDED THAT the Chargee is able to evidence that the Default Notice was actually delivered to the Council (by Royal Mail proof of delivery or otherwise);

**"Default Notice"** means a notice in writing served on the Council by the Chargee under paragraph 7.1(a) of schedule 1 of the Chargee's intention to enforce its security over the relevant Affordable Housing Units and/or Additional Affordable Housing Units;

**"Intention Notice"** means a notice in writing served on the Chargee by the Council under paragraph 7.2 of schedule 1 that the Council is minded to purchase the relevant Affordable Housing Units and/or Additional Affordable Housing Units;

**"Moratorium Period"** means, in each instance where a Chargee has served a Default Notice under paragraph 7.1(a) of this Schedule 1, the period from (and including) the Date of Deemed Service on the Council of the Default Notice to (and including) the date falling three months after such Date of Deemed Service (or such longer period as may be agreed between the Chargee and the Council).

**"Option"** means the option to be granted to the Council (and/or its nominated substitute Affordable Housing Provider) in accordance with paragraph 7.3 of schedule 1 for the purchase of the Affordable Housing Units and/or the Additional Affordable Housing Units;

**"Sums Due"** means all sums due to a Chargee of the Affordable Housing Units and/or the Additional Affordable Housing Units pursuant to the terms of its Charge including (without limitation) all interest and reasonable legal and administrative fees costs and expenses;

- 7.1 In order to benefit from the protection in paragraph 2.2 above a Chargee must:
- (a) serve a Default Notice on the Council by delivery by hand to the Council's offices during office hours or using first class registered post to the Council's offices in either case addressed to the Director of Planning and Regeneration prior to seeking to dispose of the relevant Affordable Housing Units and/or the Additional Affordable Housing Units;
  - (b) when serving the Default Notice, provide to the Council official copies of the title registers for the relevant Affordable Housing Units and/or the Additional Affordable Housing Units; and
  - (c) subject to paragraph 7.6, not exercise its power of sale over or otherwise dispose of the relevant Affordable Housing Units and/or the Additional Affordable Housing Units before the expiry of the Moratorium Period except in accordance with paragraph 7.3 below
- 7.2 From the first day of the Moratorium Period to (but excluding) the date falling 1 calendar month later, the Council may serve an Intention Notice on the Chargee.
- 7.3 Not later than 15 Working Days after service of the Intention Notice (or such later date during the Moratorium Period as may be agreed in writing between the Council and the Chargee), the Chargee will grant the Council (and/or the Council's nominated substitute Registered Provider) an exclusive option to purchase the relevant Affordable Housing Units and/or the Additional Affordable Housing Units which shall contain the following terms:
- (a) the sale and purchase will be governed by the Standard Commercial Property Conditions (Third Edition – 2018 Revision) (with any variations that may be agreed between the parties to the Option (acting reasonably));
  - (b) the price for the sale and purchase will be agreed in accordance with paragraph 7.4(b) or determined in accordance with paragraph 7.5;
  - (c) provided that the purchase price has been agreed in accordance with paragraph 7.4(b) or determined in accordance with paragraph 7.5, but subject to paragraph 7.3(d), the Council (or its nominated substitute Registered Provider) may (but is not obliged to) exercise the Option and complete the purchase of the relevant Affordable Housing Units and/or the Additional Affordable Housing Units at any time prior to the expiry of the Moratorium Period;

- (d) the Option will expire upon the earlier of (A) notification in writing by the Council (or its nominated substitute Registered Provider) that it no longer intends to exercise the Option and (B) the expiry of the Moratorium Period; and
- (e) any other terms agreed between the parties to the Option (acting reasonably).

**7.4 Following the service of the Intention Notice:**

- (a) the Chargee shall use reasonable endeavours to reply to reasonable enquiries raised by the Council (or its nominated substitute Registered Provider) in relation to the Affordable Housing Units and/or the Additional Affordable Housing Units as expeditiously as possible having regard to the length of the Moratorium Period; and
- (b) the Council (or its nominated substitute Registered Provider) and the Chargee shall use reasonable endeavours to agree the purchase price for the relevant Affordable Housing Units and/or the Additional Affordable Housing Units which shall be the higher of:
  - (i) the price reasonably obtainable in the circumstances having regard to the restrictions as to the use of the relevant Affordable Housing Units and/or the Additional Affordable Housing Units contained in this Schedule; and
  - (ii) (unless otherwise agreed in writing between the Council (or its nominated substitute Registered Provider) and the Chargee) the Sums Due.

**7.5 On the date falling 10 Working Days after service of the Intention Notice, if the Council (or its nominated substitute Registered Provider) and the Chargee have not agreed the price pursuant to paragraph 7.4(b)(i):**

- (a) the Council (or its nominated substitute Registered Provider) and the Chargee shall use reasonable endeavours to agree the identity of an independent surveyor having at least 10 years' experience in the valuation of affordable/social housing within the London area to determine the dispute and, if the identity is agreed, shall appoint such independent surveyor to determine the dispute;
- (b) if, on the date falling 15 Working Days after service of the Intention Notice, the Council (or its nominated substitute Registered Provider); and

the Chargee have not been able to agree the identity of an independent surveyor, either party may apply to the President for the time being of the Royal Institution of Chartered Surveyors or their deputy to appoint an independent surveyor having at least 10 years' experience in the valuation of affordable/social housing within the London area to determine the dispute;

- (c) the independent surveyor shall determine the price reasonably obtainable referred to at paragraph 7.4(b)(i), due regard being had to all the restrictions imposed upon the relevant Affordable Housing Units and/or the Additional Affordable Housing Units by this Agreement;
- (d) the independent surveyor shall act as an expert and not as an arbitrator;
- (e) the fees and expenses of the independent surveyor are to be borne equally by the parties;
- (f) the independent surveyor shall make their decision and notify the Council, the Council's nominated substitute Registered Provider (if any) and the Chargee of that decision no later than 14 days after their appointment and in any event within the Moratorium Period; and
- (g) the independent surveyor's decision will be final and binding (save in the case of manifest error or fraud).

7.6 The Chargee may dispose of the relevant Affordable Housing Units and/or the Additional Affordable Housing Units free from the obligations and restrictions contained in this Schedule 1 of this agreement and any relating Nomination Agreements which shall determine absolutely in respect of those Affordable Housing Units and/or the Additional Affordable Housing Units (but subject to any existing tenancies) if:

- (a) the Council has not served an Intention Notice before the date falling 1 calendar month after the first day of the Moratorium Period;
- (b) the Council (or its nominated substitute Registered Provider) has not exercised the Option and completed the purchase of the relevant Affordable Housing Units and/or the Additional Affordable Housing Units on or before the date on which the Moratorium Period expires; or
- (c) the Council (or its nominated substitute Registered Provider) has notified the Chargee in writing pursuant to the Option that it no longer intends to exercise the Option.

- 7.7 The Council (and its nominated substitute Registered Provider, if any) and the Chargee shall act reasonably in fulfilling their respective obligations under paragraphs 7.1 to 7.6 (inclusive).



**SCHEDULE 1**  
**PART 2 –AFFORDABLE HOUSING REVIEW MECHANISMS**

**Early Stage Review**

**1 EARLY VIABILITY REVIEW TRIGGER**

- 1.1 The Owner shall notify the Council in writing of the date on which it considers that the Substantial Implementation has been achieved no later than 10 Working Days after such date and such notice shall be accompanied by full documentary evidence on an open book basis to enable the Council to independently assess whether the Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date.
- 1.2 No later than five Working Days after receiving a written request from the Council, the Owner shall provide to the Council any additional documentary evidence reasonably requested by the Council to enable it to determine whether the Substantial Implementation has been achieved on or before the Substantial Implementation Target Date.
- 1.3 Following the Owner's notification pursuant to paragraph 1.1 of Part 2 of this Schedule 1, the Owner shall afford the Council access to the Site to inspect and assess whether or not the works which have been undertaken achieve the Substantial Implementation PROVIDED ALWAYS THAT the Council shall:
- (a) provide the Owner with reasonable written notice of its intention to carry out such an inspection;
  - (b) comply with relevant health and safety legislation; and
  - (c) at all times be accompanied by the Owner or its agent.
- 1.4 No later than 20 Working Days after the Council receives
- (a) notice pursuant to paragraph 1.1 of Part 2 of this Schedule 1; or
  - (b) if the Council makes a request under paragraph 1.2 of Part 2 of this Schedule 1, the additional documentary evidence,

the Council shall inspect the Site and thereafter provide written confirmation to the Owner within 10 Working Days of the inspection date as to whether or not the Council considers that the Substantial Implementation has been achieved

and whether it was achieved on or before the Substantial Implementation Target Date.

- 1.5 If the Council notifies the Owner that the Council considers that the Substantial Implementation has not been achieved then this paragraph 1 shall continue to apply mutatis mutandis until the Council has notified the Owner pursuant to paragraph 1.4 of Part 2 of this Schedule 1 that the Substantial Implementation has been achieved.
- 1.6 Subject to the Council notifying the owner within the timescale set out in paragraph 3.4 of this Schedule the Owner shall not Occupy the Development or any part thereof until:
  - (a) the Council has notified the Owner pursuant to paragraph 1.4 of Part 2 of this Schedule 1 that the Substantial Implementation has been achieved on or before the Substantial Implementation Target Date; and
  - (b) the Council has notified the Owner pursuant to paragraph 3.4 of Part 2 of this Schedule 1 that no Additional Affordable Housing Units are required; or
  - (c) If the Council notifies the Owner pursuant to paragraph 3.4 of Part 2 of this Schedule 1 that Additional Affordable Housing Units are required, an Additional Affordable Housing Scheme has been approved pursuant to paragraph 3.4 or 3.5 of Part 2 of this Schedule 1.

## 2 SUBMISSION OF DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION

Where the Substantial Implementation has not occurred before the Substantial Implementation Target Date (as determined by the Council under paragraph 1.4 of Part 2 of this Schedule 1 or pursuant to arbitration in accordance with Clause 9 of the Agreement):

- (a) the Owner shall submit the following information no later than 20 Working Days after the date on which the Owner is notified pursuant to paragraph 1.4 or 1.6 of Part 2 of this Schedule 1 that the Substantial Implementation has been achieved, on the basis that the Council may make such information publicly available:
  - (i) the Development Viability Information for Formula 1b and Formula 2;

- (ii) a written statement that applies the applicable Development Viability Information to Formula 1b (PROVIDED ALWAYS THAT if the result produced by Formula 1b is less than zero it shall be deemed to be zero) and Formula 2 thereby confirming whether in the Owner's view any Additional Affordable Housing Units can be provided; and
  - (iii) where such written statement confirms that Additional Affordable Housing Units can be provided, an Additional Affordable Housing Scheme; and
- (b) paragraphs 3 and 4 of Part 2 of this Schedule 1 shall apply.

### 3 ASSESSMENT OF DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION

- 3.1 The Council shall assess the information submitted pursuant to paragraph 1 of Part 2 of this Schedule 1 and assess whether in its view Additional Affordable Housing Units are required to be delivered in accordance with Formula 1b and Formula 2 and for the avoidance of doubt the Council will be entitled to rely on its own evidence in determining inputs into Formula 1b and Formula 2 subject to such evidence also being provided to the Owner.
- 3.2 The Council may appoint an External Consultant to assess the information submitted pursuant to paragraph 2 of Part 2 of this Schedule 1.
- 3.3 In the event that the Council and/or an External Consultant requires further Development Viability Information or supporting evidence of the same then the Owner shall provide any reasonably required information to the Council or the External Consultant (as applicable and with copies to the other parties) within 10 Working Days of receiving the relevant request and this process may be repeated until the Council and/or the External Consultant (as applicable) has all the information it reasonably requires to assess whether in their view Additional Affordable Housing Units are required to be delivered in accordance with Formula 1b and Formula 2.
- 3.4 When the Council or its External Consultant has completed its assessment of the information submitted pursuant to paragraph 2 of Part 2 of this Schedule 1, the Council shall within 20 Working Days from the date of the submission of that information notify the Owner in writing of the Council's decision as to whether any Additional Affordable Housing Units are required and whether the submitted Additional Affordable Housing Scheme is approved.

3.5 Where the Council concludes that Additional Affordable Housing Units are required but the Owner's initial submission concluded otherwise, the Owner shall provide an Additional Affordable Housing Scheme to the Council for approval (such approval not to be unreasonably withheld or delayed) within 10 Working Days of the date on which it receives the Council's notice pursuant to paragraph 3.4 of Part 2 of this Schedule 1.

3.6 If the Council's assessment pursuant to paragraph 3.4 of Part 2 of this Schedule 1 concludes that

- (a) a surplus profit arises following the application of Formula 1b but such surplus profit is insufficient to provide any Additional Affordable Housing Units pursuant to Formula 2; or
- (b) a surplus profit arises following the application of Formula 1b but such surplus profit cannot deliver a whole number of Additional Affordable Housing Units pursuant to Formula 2;

then in either scenario the Owner shall pay any such surplus profit allocable to any incomplete Additional Affordable Housing Unit to the Council as a financial contribution towards offsite Affordable Housing.

3.7 The Owner shall pay the Council's costs which are reasonably and properly incurred in assessing the information submitted pursuant to paragraph 2 of Part 2 of this Schedule 1 including those of the External Consultant within 20 Working Days of receipt of a written request for payment.

#### 4 DELIVERY OF ADDITIONAL AFFORDABLE HOUSING

4.1 Where it is determined pursuant to paragraph 3.4 of Part 2 of this Schedule 1 that one or more Additional Affordable Housing Units are required the Owner shall not Occupy 50% of the Open Market Housing Units unless and until it has:

- (a) practically completed all of the Additional Affordable Housing Units in accordance with the Additional Affordable Housing Scheme approved by the Council and made them available for Occupation; and
- (b) paid any remaining surplus profit pursuant to paragraph 3.6 of Part 2 of this Schedule 1 to the Council towards the delivery of offsite Affordable Housing within the Authority's Area.

- 4.2 The Parties agree that the terms of paragraphs 2 to 4 (inclusive) of Part 2 of this Schedule 1 shall apply mutatis mutandis to the provision of any Additional Affordable Housing Units.

### **Late Stage Review**

#### **5 LATE STAGE VIABILITY REVIEW TRIGGER**

The Owner shall notify the Council in writing of the anticipated Late Stage Review Date not less than 20 Working Days in advance of that date.

#### **6 SUBMISSION OF DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION**

No later than 20 Working Days after the Late Stage Review Date notified to the Council pursuant to paragraph 5 of Part 2 of this Schedule 1, the Owner shall submit the following information on the basis that the Council may make such information publicly available:

- (a) the Development Viability Information for Formula 3 and Formula 4;  
and
- (b) a written statement that applies the applicable Development Viability Information to Formula 3 (PROVIDED ALWAYS THAT if the result produced by Formula 3 is less than zero it shall be deemed to be zero) and Formula 4 thereby confirming whether in the Owner's view any Late Stage Review Contribution is payable and, if so, how much.

#### **7 ASSESSMENT OF DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION**

- 7.1 The Council shall assess the Development Viability Information submitted pursuant to paragraph 5 of Part 2 of this Schedule 1 and assess whether in its view a Late Stage Review Contribution is payable in accordance with Formula 3 subject to the Late Stage Review Cap as calculated in accordance with Formula 4 and, if so, how much and the Council will be entitled to rely on its own evidence in determining inputs into Formula 3 and Formula 4 subject to such evidence also being provided to the Owner.
- 7.2 The Council may appoint an External Consultant to assess the information submitted pursuant to paragraph 5 of Part 2 of this Schedule 1.
- 7.3 In the event that the Council and/or an External Consultant requires further Development Viability Information or supporting evidence of the same then

the Owner shall provide any reasonably required information to the Council or the External Consultant (as applicable and with copies to the other parties) within 10 Working Days of receiving the relevant request and this process may be repeated until the Council and/or the External Consultant (as applicable) has all the information it reasonably requires to assess whether in its view any Late Stage Review Contribution is required in accordance with Formula 3 subject to the Late Stage Review Cap as calculated in accordance with Formula 4.

- 7.4 If the Council and/or External Consultant determines following receipt of the information submitted pursuant to paragraph 6 of Part 2 of this Schedule 1 that the Late Stage Review Date has not occurred, the Council may require the Owner to promptly submit additional information pursuant to paragraph 6 of Part 2 of this Schedule 1 or to re-submit the information required under paragraph 6 of Part 2 of this Schedule 1 upon the occurrence of the Late Stage Review Date (as determined by the Council).
- 7.5 When the Council or its External Consultant has completed its assessment of the information submitted pursuant to paragraph 6 of Part 2 of this Schedule 1 and in any event within 20 Working Days from the date that information was submitted, the Council shall notify the Owner in writing of its decision as to whether any Late Stage Review Contribution is required and, if so, how much.
- 7.6 If the Council notifies the Owner pursuant to paragraph 7.5 of Part 2 of this Schedule 1 that a Late Stage Review Contribution is required:
  - 7.6.1 the Owner shall pay the Late Stage Review Contribution to the Council within 10 Working Days of the date on which such notice is received; and
  - 7.6.2 the Owner shall not Occupy more than 85 per cent of the Open Market Units until the Late Stage Review Contribution has been paid in full to the Council.
  - 7.6.3 The Owner shall pay the Council's costs which are reasonably and properly incurred in assessing the information submitted pursuant to paragraph 6 of Part 2 of this schedule 1 including those of the External Consultant within 20 Working Days of receipt of a written request for payment.
  - 7.6.4 The Owner shall not Occupy more than 80 per cent of the Residential Units until the Council has notified the Owner in writing of its decision as to

whether any Late Stage Review Contribution is required pursuant to paragraph 7.5 of this Schedule 1.

## 8 PUBLIC SUBSIDY

- 8.1 Nothing in this Agreement shall prejudice any contractual obligation on the Owner to repay or reimburse any Public Subsidy using any surplus profit that is to be retained by the Owner following the application of Formula 2 and Formula 3.

## 9 MONITORING

- 9.1 The parties acknowledge and agree that as soon as reasonably practicable following completion of this Agreement the Council shall report to the GLA through the London Development Database the number and tenure of the Affordable Housing Units by units and Habitable Room.

- 9.2 The Parties acknowledge and agree that as soon as reasonably practicable after each of:

- 9.2.1 the approval of the Additional Affordable Housing Scheme pursuant to paragraph 3.4 or 3.5 of Part 2 of this schedule 1 or, if an Additional Affordable Housing Scheme is not required by the Council, the conclusion of the assessment under paragraph 3.4 of Part 2 of this Schedule 1; and

- 9.2.2 the Council's notification pursuant to paragraph 7.5 of Part 2 of this Schedule 1 that a Late Stage Review Contribution is required

the Council shall report to the GLA through the London Development Database the following information (to the extent applicable):

- (a) the number and tenure of the Additional Affordable Housing Units by unit numbers and Habitable Room (if any);
- (b) any changes in the tenure or affordability of the Affordable Housing Units by unit numbers and Habitable Room;
- (c) the amount of any financial contribution payable towards offsite Affordable Housing pursuant to paragraph 3.6 of Part 2 of this Schedule 1; and
- (d) the amount of the Late Stage Review Contribution.

## ANNEX TO PART 2 OF SCHEDULE 1

### **FORMULA 1b (Surplus profit available for additional on-site affordable housing)**

$$\text{"Surplus profit"} = ((A - B) - (C - D)) - P$$

#### **Where:**

**A =** Early Stage Review GDV (£)

**B =** Application Stage GDV (£)

**C =** Early Stage Review Build Costs (£)

**D =** Application Stage Build Costs (£)

**P =**  $(A - B) * Y$  (£)

**Y =** Target Return (%)

#### **Notes:**

(A – B) represents the change in GDV from the date of planning permission to the date of review.

(C – D) represents the change in build costs from the date of planning permission to the date of review.

P represents developer profit on change in GDV (for the avoidance of doubt, the developer profit calculated on the change in GDV must exclude any Public Subsidy)..



## **FORMULA 2 (Additional affordable housing)**

**X =** Additional London Affordable Rented Housing / Social Rented Housing requirement (Habitable Rooms)

$$X = ((E * F) \div (A - B)) \div D$$

**Y =** Additional London Living Rent Housing / London Shared Ownership requirement (Habitable Rooms)

$$Y = ((E * G) \div (A - C)) \div D$$

**Where:**

**A =** Average Open Market Housing Value (£ per m<sup>2</sup>)

**B =** Average Low Cost Rent Housing Value (£ per m<sup>2</sup>)

**C =** Average Intermediate Housing Value (£ per m<sup>2</sup>)

**D =** Average Habitable Room size for the Development being 24.64 m<sup>2</sup>

**E =** Surplus profit available for Additional Affordable Housing Units as determined in Formula 1b (£)

**F =** Percentage of surplus profit available for Additional Affordable Housing Units to be used for Low Cost Rent Housing (70%)<sup>1</sup>

**G =** Percentage of surplus profit available for Additional Affordable Housing Units to be used for Intermediate Housing (30%)<sup>2</sup>

**Notes:**

**(A – B) represents the difference in average value of market housing per m<sup>2</sup> and average value of Social Rented Housing and London Affordable Rented Housing per m<sup>2</sup> (£).**

**(A – C) represents the difference in average value of market housing and average value of London Living Rent Housing and London Shared Ownership Housing per m<sup>2</sup> (£).**

---

<sup>1</sup> To be determined with reference to the Council's Local Plan policy tenure split

<sup>2</sup> To be determined with reference to the Council's Local Plan policy tenure split

**(E \* F) represents the surplus profit to be used for Low Cost Rent Housing (£).**

**(E \* G) represents the surplus profit to be used for Intermediate Housing (£).**

**$(E * F) \div (A - B)$  represents the additional Low Cost Rent Housing requirement (m<sup>2</sup>).**

**$(E * G) \div (A - C)$  represents the additional Intermediate Housing requirement (m<sup>2</sup>).**

### **FORMULA 3 (Surplus profit available for affordable housing contribution)**

**X** = Late Stage Review Contribution

$$X = ((A + B - C) - (D + E - F) - P) * 0.6$$

**Where:**

**A** = Late Stage Review Actual GDV (£)

**B** = Late Stage Review Estimated GDV (£)

**C** =

- Application Stage GDV (£), where Development Viability Information for Formula 1b and 2 was not required to be submitted pursuant to Part 2 of Schedule 1; or
- Early Stage Review GDV (£) as determined by the Council pursuant to Part 2 of Schedule 1, where Development Viability Information for Formula 1b and 2 was submitted pursuant to Part 2 of Schedule 1

**D** = Late Stage Review Actual Build Costs (£)

**E** = Late Stage Review Estimated Build Costs (£)

**F** =

- Application Stage Build Costs (£), where Development Viability Information for Formula 1b and 2 was not required to be submitted pursuant to Part 2 of Schedule 1;  
Or
- Early Stage Review Build Costs (£) as determined by the Council pursuant to Part 2 of Schedule 1, where Development Viability Information for Formula 1b and 2 was submitted pursuant to Part 2 of Schedule 1

$$P = (A + B - C) * Y$$

**Y** = Target Return (%)

**Notes:**

**(A + B - C)** represents the change in GDV from the date of the planning permission (or previous review if triggered) to the Late Stage Review Date.

**(D + E – F) represents the change in build costs from the date of the planning permission (or previous review if triggered) to the Late Stage Review Date.**

**P represents developer profit on change in GDV (for the avoidance of doubt, the developer profit calculated on the change in GDV must exclude any Public Subsidy).**

.

**0.6 represents the 60 per cent of the surplus profit to be used by the Council for additional affordable housing, after the developer's profit (P) has been deducted.**

#### **FORMULA 4**

**X =** Late Stage Review Cap

$$X = (((A * D) - (B * D)) * E) + (((A * D) - (C * D)) * F)$$

**Where:**

**A =** Average Open Market Housing Value (£)

**B =** Average Low Cost Rent Housing Value (£)

**C =** Average Intermediate Housing Value (£)

**D =** 24.64 m<sup>2</sup>, being the average Habitable Room size for the Development

**E =** London Affordable Rented Housing and/or Social Rented Housing shortfall on-site (Habitable rooms) determined at the time planning permission was granted or as updated following the Early Stage Review.

**F =** Intermediate Housing shortfall on-site (by Habitable Room) at the time planning permission was granted or as updated following the Early Stage Review.

**SCHEDULE 2**  
**CANALS AND RIVERS TRUST CONTRIBUTION**

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

1. Prior to Commencement to pay to the Council the Canals and Rivers Trust Contribution; and
2. Not to allow Commencement or cause or allow or permit Commencement before the Canals and Rivers Trust Contribution has been paid.

**SCHEDULE 3**  
**CARBON OFFSET CONTRIBUTION**

The Owner hereby covenants and agrees with the Council:

1. Prior to Commencement to pay to the Council the Carbon Offset Contribution; and
2. Not to allow Commencement or cause or allow or permit Commencement before the Carbon Offset Contribution has been paid.

**SCHEDULE 4**  
**AIR QUALITY CONTRIBUTION**

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

1. Prior to Commencement to pay to the Council the Air Quality Contribution; and
2. Not to allow Commencement or cause or allow or permit Commencement before the Air Quality Contribution has been paid.



**SCHEDULE 5**  
**TFL HEALTHY STREETS CONTRIBUTION**

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

1. Prior to Commencement to pay to the TFL Healthy Streets Contribution; and
2. Not to allow Commencement or cause or allow or permit Commencement before the TFL Healthy Streets Contribution has been paid.

**SCHEDULE 6**  
**SANTANDER CYCLE SCHEME CONTRIBUTION**

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

1. Prior to Commencement to pay to the Santander Cycle Contribution; and
2. Not to allow Commencement or cause or allow or permit Commencement before the Santander Cycle Contribution has been paid.

**SCHEDULE 7**  
**VIVEASH CLOSE HIGHWAY WORKS CONTRIBUTION**

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

1. Prior to Commencement to pay to the Council the Viveash Close Highway Works Contribution; and
2. Not to allow Commencement or cause or allow or permit Commencement before the Viveash Close Highway Works Contribution has been paid

**SCHEDULE 8**  
**RESIDENTIAL TRAVEL PLAN**

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

- 1 Not to Occupy the Dwellings until the Residential Travel Plan has been submitted to and approved in writing by the Council (such approval not to be unreasonably withheld or delayed).
- 2 The Residential Travel Plan shall include as a minimum:
  - 2.1 Details as to compliance with TfL methodology and details of the methodology to be used to implement and monitor the Residential Travel Plan;
  - 2.2 The length of the monitoring period for the Residential Travel Plan which shall not be less than the Monitoring Period;
  - 2.3 A timetable for the preparation, implementation, monitoring and review (within the Monitoring Period) of all stages of the Residential Travel Plan;
  - 2.4 The period post Occupation when the initial Monitoring will be undertaken and details of subsequent Monitoring for the purposes of assessment achievement of Targets; and
  - 2.5 The Targets.
- 3 The Residential Travel Plan shall be implemented by the Owner as soon as reasonably practicable and in any event no later than two (2) months following first Occupation of the Dwellings.
- 4 To procure the funding and implementation of the Residential Travel Plan in accordance with the actions and timetable specified therein and thereafter to comply with the Residential Travel Plan for the Monitoring Period.
- 5 The Owner shall not Occupy any part of the Dwellings until a Residential Travel Plan Co-ordinator has been appointed and details of the name, office, address, email address and telephone number of the said Residential Travel Plan Co-ordinator have been supplied to the Council and TfL in the case of referred applications to the GLA.
- 6 The Owner shall be responsible for the reasonable and proper costs of any Monitoring and auditing and any remuneration and reasonable and proper expenses payable to the Residential Travel Plan Co-ordinator and the Auditor.

- 7 In the event that the Residential Travel Plan Co-ordinator resigns or is otherwise dismissed from employment for any reason, the Owner will employ (or will procure the employment of) a replacement Residential Travel Plan Co-ordinator as soon as reasonably practicable.
- 8 Following approval of the Residential Travel Plan for the Dwellings the Residential Travel Plan Co-ordinator shall monitor and review the Residential Travel Plan for a period of not less than the Monitoring Period including undertaking the following:
  - 8.1 within twenty eight (28) days of the Occupation of the Dwellings to provide written details of the Residential Travel Plan to all new occupiers of the Dwellings;
  - 8.2 to use reasonable endeavours to ensure that residents/users of the Dwellings comply with the Residential Travel Plan;
  - 8.3 to undertake the initial Monitoring which shall not be carried out later than one (1) year after Occupation of the Dwellings and to undertake an annual review of the Residential Travel Plan and provide a written report within twenty eight (28) days of the review to the Council;
  - 8.4 to supply the Council with a statistical summary of the modes of transport used by residents/users disclosed by any Monitoring or copies of any questionnaires completed by residents/users; and
  - 8.5 to secure that the results of each Monitoring are verified by an Auditor within two (2) calendar months of the Monitoring taking place by methods that accord with the reasonable requirements of the Council.
- 9 The Owner will implement any reasonable recommendations made by the Council following each annual review of the Residential Travel Plan within twenty eight (28) days of such recommendation being made by the Council.
- 10 Prior to Occupation of the Dwellings the Owner shall enter into a Residential Travel Plan Bond in order to secure the due performance by the Owner of its Monitoring and reporting obligations, or the achievement of Targets as contained in the Residential Travel Plan.
- 11 The Council shall not be entitled to drawdown any of the Residential Travel Plan Bond except in the event of a default by the Owner to submit one or more Monitoring surveys, as shall be detailed in the Residential Travel Plan, within the timetable specified in the Residential Travel Plan or failure to achieve Targets and the Council shall only be entitled to drawdown any of the

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

- 12 The Residential Travel Plan Bond shall be released following the expiration of the Monitoring Period.

**SCHEDULE 9**  
**CONSTRUCTION LOGISTICS PLAN**

The Owner hereby covenants with the Council to comply with the Construction Logistics Plan

**SCHEDULE 10**  
**RESIDENTIAL PARKING PERMITS**

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

- 1      Upon completion of this Agreement not to apply to the Council for a Parking Permit save for a permit used by disabled persons issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970 as amended in respect of any Dwelling nor to knowingly permit any owner or occupier of the Dwelling to apply to the Council for a Parking Permit.
- 2      That all material used for advertising or marketing the Dwellings for letting or sale will notify prospective owners and occupiers that they will not be entitled to apply for a Parking Permit.
- 3      That in respect of every freehold transfer or lease granted, assigned, transferred or otherwise provided in respect of the Dwelling the following covenant shall be imposed (or a covenant of substantially the same nature in respect of any tenancy agreement licence or other instrument entitling Occupation of the Dwelling):

*"the transferee/lessee for himself and his successors in title being the owner or owners for the time being [of [plot No. [ ]]/the terms of years hereby granted] hereby covenant with the transferor/lessor and separately with the Mayor and Burgesses of the London Borough of Hillingdon ("the Council") not to apply for nor knowingly permit an application to be made by any person residing in the premises to the London Borough of Hillingdon for a parking permit (save for the display of badges on motor vehicles used by disabled persons issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970 as amended) and if such a permit is issued then it shall be surrendered within seven (7) days of written request to do so from the Council and this covenant shall also be enforceable by the Council under the Contracts (Rights of Third Parties) Act 1999, section 1"*



**SCHEDULE 11**  
**CONSTRUCTION TRAINING SCHEME**

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

1. Securing an employment or training agreement is the Council's priority. The Construction Training Contribution will only be acceptable in exceptional circumstances as set out in the Council's Planning Obligations Supplementary Planning Document.
2. Prior to Commencement of Development to meet (along with the Owner's main contractor) with representatives from the Council's partnership team and agree the basis and methodology of the Construction Training Scheme for this Development.
3. The Owner shall implement and adhere to the agreed Construction Training Scheme during the construction of the Development in order that obligations in this Schedule are met.
4. The Owner shall issue a written statement to prospective contractors and sub-contractors at the tendering of work stage for the Development which sets out the obligations in this Schedule and the Owner's commitment to ensuring that the obligations contained in this Schedule are complied with.
5. Prior to Commencement of the Development the Owner and the Council shall agree the Co-ordinator Costs (if any).
6. Prior to Commencement of the Development the Owner shall pay the agreed Co-ordinator Costs to the Council (if any).
7. Not to Commence or cause or permit to be Commenced any part of the Development until the obligations contained in paragraphs 2 - 6 of this Schedule have been complied with.
8. In the event of Significant Under-Performance the Council reserves the right to request the Construction Training Contribution. The Owner will have a period of not less than three (3) months to address any Significant Under-Performance from the date of the written notice by the Council prior to making the said payment and if within that days three (3) months delivery rises to fifty (50) per cent or more of the total outputs specified in the Construction Training Scheme then the Construction Training Contribution will not be payable by the Owner and the request for payment will be withdrawn by the Council.

9. In the event of Significant Under-Performance, not to Occupy or cause to be Occupied any part of the Development that has not already been Occupied or Disposed or Sold before the Construction Training Contribution is paid to the Council.

#### CONSTRUCTION TRAINING CONTRIBUTION IN LIEU

10. The Construction Training Scheme will not be required and the obligations within paragraphs 2 – 9 (inclusive) above shall not apply where the Owner and the Council agree in writing prior to Commencement of Development that the Owner shall pay the Construction Training Contribution in lieu of provision of the Construction Training Scheme. In the event that the parties agree that the Construction Training Contribution is due this shall be paid to the Council prior to Commencement of the Development
11. Not to Occupy or cause to be Occupied any part of the Development before either:
  - 11.1 the approved Construction Training Scheme has been implemented and delivered by the Owner throughout the construction period of the Development in accordance with the approved scheme and the Co-ordinator Costs have been paid to the Council (if any); or
  - 11.2 the Construction Training Contribution has been paid to the Council pursuant to paragraph 10 above.

**SCHEDULE 12**  
**OPEN SPACE CONTRIBUTION**

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

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

**SCHEDULE 13**  
**HEALTH CONTRIBUTION**

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

1. Prior to Commencement to pay to the Council the Health Contribution; and
2. Not to allow Commencement or cause or allow or permit Commencement before the Health Contribution has been paid.

**SCHEDULE 14**  
**PARKING MANAGEMENT CONTRIBUTION**

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

3. Prior to Commencement to pay to the Council the Parking Management Contribution; and
4. Not to allow Commencement or cause or allow or permit Commencement before the Parking Management Contribution has been paid.

Upon the expiration of the Parking Management Period the Council shall return to the Owner the Parking Management Contribution (less any monies expended by the Council) that shall have been paid by the Owner in accordance with this Schedule.

**SCHEDULE 15**  
**CHILD PLAY SPACE CONTRIBUTION**

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

1. Prior to Commencement to pay to the Council the Child Play Space Contribution; and
2. Not to allow Commencement or cause or allow or permit Commencement before the Child Play Space Contribution has been paid.

**SCHEDULE 16**  
**BOUNDARY TREATMENT**

The Owner hereby covenants and agrees with the Council that unless otherwise agreed with the Council prior to Commencement of the Development to implement a new boundary treatment between 3 Viveash Close, Hayes and the former Nestle Site (Block E) and to remove the closed boarded fencing between the two sites as agreed between the owner of 3 Viveash Close and the former Nestle Site.

**SCHEDULE 17**  
**STREET LIGHTING SCHEME CONTRIBUTION**

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

- 1 Prior to Commencement to pay to the Council the Street Lighting Scheme Contribution; and
- 2 Not to Commence or cause or allow or permit Commencement before the Street Lighting Scheme Contribution has been paid.



**SCHEDULE 18**  
**GLA "BE SEEN" ENERGY MEASURES**

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

1. Within 8 weeks of Commencement of Development, the Owner shall submit to the GLA accurate and verified estimates of the 'Be seen' energy performance indicators, as outlined in the 'Planning stage' section / chapter of the GLA 'Be seen' energy monitoring guidance document (or any document that may replace it), for the Development. This should be submitted to the GLA's Energy Monitoring Portal in accordance with the 'Be seen' energy monitoring guidance.
2. Prior to Occupation of the Development, the Owner shall provide updated accurate and verified 'as-built' design estimates of the 'Be seen' energy performance indicators for each Reportable Unit of the development, as per the methodology outlined in the 'As-built stage' chapter / section of the GLA 'Be seen' energy monitoring guidance (or any document that may replace it). All data and supporting evidence should be uploaded to the GLA's Energy Monitoring Portal. The Owner should also confirm that suitable monitoring devices have been installed and maintained for the monitoring of the in-use energy performance indicators, as outlined in the 'In-use stage' of the GLA 'Be seen' energy monitoring guidance document (or any document that may replace it).
3. Upon completion of the first year of Occupation or following the end of the Defects Liability Period (whichever is the later) and for the following four years after that date, the Owner is required to provide accurate and verified annual in-use energy performance data for all relevant indicators under each Reportable Unit of the development as per the methodology outlined in the 'In-use stage' chapter / section of the GLA 'Be seen' energy monitoring guidance document (or any document that may replace it). All data and supporting evidence should be uploaded to the GLA's Energy Monitoring Portal. This obligation will be satisfied after the Owner has reported on all relevant indicators included in the 'In-use stage' chapter of the GLA 'Be seen' energy monitoring guidance document (or any document that may replace it) for at least five years.
4. In the event that the 'In-use stage' evidence submitted under paragraph 3 shows that the 'As-built stage' performance estimates derived from paragraph 2 have not been or are not being met, the Owner should investigate and identify the causes of underperformance and the potential mitigation measures and set these out in the relevant comment box of the 'Be seen' spreadsheet through the GLA's Energy Monitoring Portal.

5. An action plan comprising measures identified in paragraph 4 shall be submitted to and approved in writing by the GLA, identifying measures which would be reasonably practicable to implement and a proposed timescale for implementation. The action plan and measures approved by the GLA should be implemented by the Owner as soon as reasonably practicable.

**APPENDIX 1**  
**FORM PO1**

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

FORM PO1

**SECTION 106/278 LEGAL AGREEMENT**

**SITE ADDRESS:**

---

**PLANNING REFERENCE:**

---

**DESCRIPTION OF DEVELOPMENT:**

---

**DATE OF COMMITTEE AUTHORISATION:**

---

**SECTION 106 OBLIGATIONS**

**DATE OF IMPLEMENTATION OF DEVELOPMENT:**

---

**(i) NOTIFIED TO THE COUNCIL:**

\_\_\_\_\_

**(ii) SUBMITTED TO THE COUNCIL WITH THIS FORM:**

\_\_\_\_\_

\_\_\_\_\_

**NB: Please continue of separate sheet(s) if necessary.**

**TICK BOX IF THIS FORM IS TO CONSTITUTE THE "FIRST NOTICE"  
UNDER THE SECTION 278 HIGHWAY AGREEMENT IF THIS IS THE  
"FIRST NOTICE" PLEASE ATTACH THE "FIRST PAYMENT" AS  
SPECIFIED IN THE AGREEMENT**

☐

**FOR COUNCIL USE**

**NB: IF THIS IS THE FIRST NOTICE PASS IMMEDIATELY TO HIGHWAYS  
ENGINEERS**

**COST CODE:** \_\_\_\_\_

**PLANNING COSTS:** \_\_\_\_\_

**LEGAL COSTS:** \_\_\_\_\_

**OTHER COSTS (IDENTIFY):** \_\_\_\_\_

**MAINTENANCE COSTS (COMMUTED SUM)** \_\_\_\_\_

**INTEREST BEARING ACCOUNT FOR BENEFIT OF OBLIGATIONS**

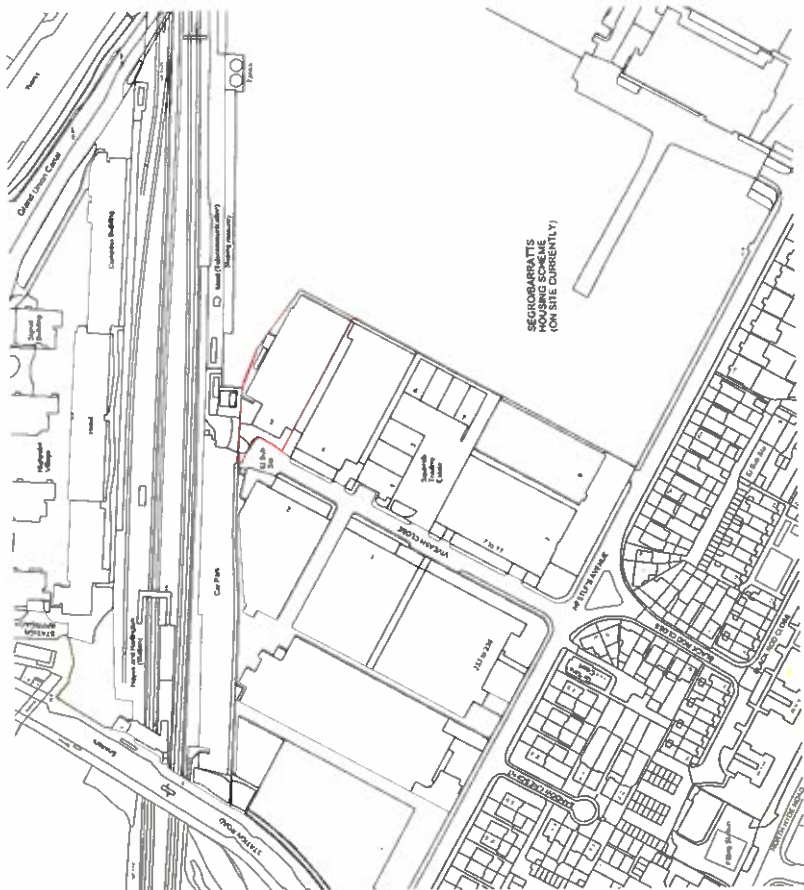
**YES/NO**

**APPENDIX 2**  
**PLAN(S)**



**DO NOT SCALE THIS DRAWING**  
 Contractors are to check all dimensions prior to commencement on site and notify the architect of any errors, omissions, or discrepancies.  
 Tatehindle Limited retain copyright of this drawing. It may not be copied, altered or reproduced in any way without their written authority.

**KEY**  
 Site Boundary



*Alan Chapman* MEMBER OF THE COUNCIL  
*Alan Chapman* AUTHORISED OFFICER

*Alan Chapman*

**FOR PLANNING**  
 Mackenzie (South West) Homes Ltd  
 3 Vineash Close

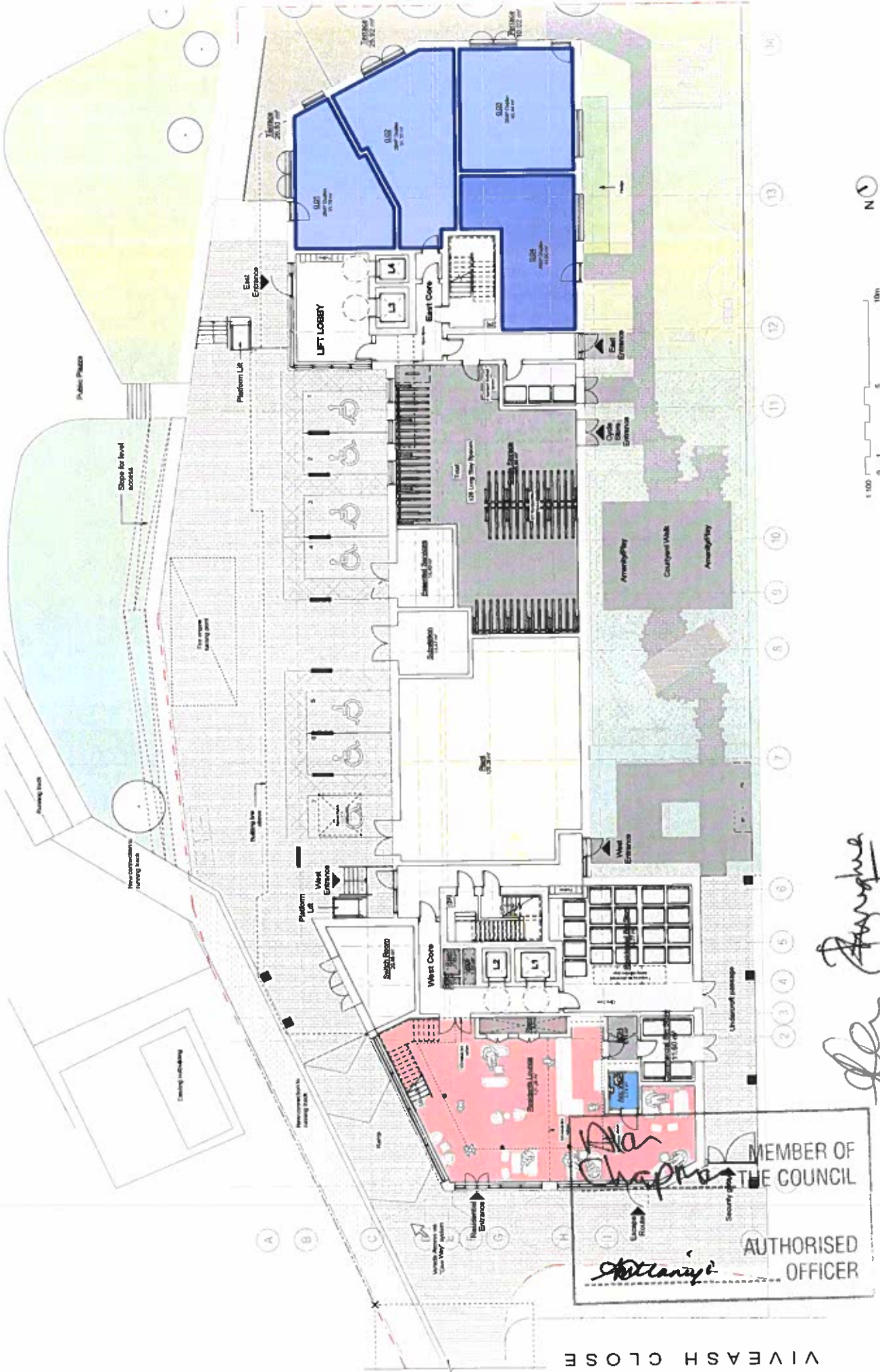
**EXISTING LOCATION PLAN**

11250@A1 NC 09-08-21  
 15419 EX-PL-02-100

**tatehindle**

11250 0 25 50 75 100 125m

Tatehindle Limited  
 1 Ladbroke Street  
 London EC1A 9AP  
 www.tatehindle.co.uk



**DO NOT SCALE THIS DRAWING**

Contractors are to check all dimensions prior to construction on site and notify the architect of any errors, omissions, or discrepancies. Talo-Hindle Limited retains copyright of this drawing. It may not be copied, altered or reproduced in any way without their written authority.

**MEMBER OF THE COUNCIL**

**AUTHORISED OFFICER**

*Chapman*

*Skittanay*

**3 Vivetash Close**

**Proposed Affordable Unit Tenure Ground Floor Plan**

**Scale** 1:100

**Date** 22/04/15

**Project** 15419 A - S4-PL (03)-100

**Client** Middlesbrough (South West) Homes Ltd

**Architect** Talo-Hindle Limited

**Location** 1.000 (33) 400

**Project** 1.000 (33) 400

**Project** 1.000 (33) 400

**Location of Affordable Apartments**

**Legend**

- Social Rent
- Intermediate

**tatehindle**

**1.000 (33) 400**

**1.000 (33) 400**

**1.000 (33) 400**





*Alan Chapman* MEMBER OF THE COUNCIL

*Alan Chapman* AUTHORISED OFFICER

Location of Affordable Apartments

— Social Part  
— Intermediate

*Alan Chapman*

**tatehindle**

Proposed Affordable Unit Tenure  
First Floor Plan

3 Viveash Close

For Planning

Scale: 1:1000

Drawn: MK

Checked: DJ

Date: 22/08/15

Project No: 15419

Client: A-SK-PL(03)-101

McIntosh (South West) Homes Ltd

Tatehindle Limited  
1 Lister Street  
Sarncliffe  
Leeds LS9 5PQ  
T: 0113 272 4000  
m.mcintosh@tatehindle.co.uk  
www.tatehindle.co.uk

DO NOT SCALE THIS DRAWING

Contractors are to check all dimensions prior to construction and are to be responsible for any errors, omissions, or discrepancies. Tatehindle Limited retain copyright of this drawing. It may not be copied, altered or reproduced in any way without their written authority.

Proposed Affordable Unit Tenure  
Second - Fifth Floor Plan

3 Viveash Close  
For Planning  
15419 A-SK-PL(03)-102

Location of Affordable Apartments

3 Social Rent  
3 Intermediate

Rev Description

DO NOT SCALE THIS DRAWING

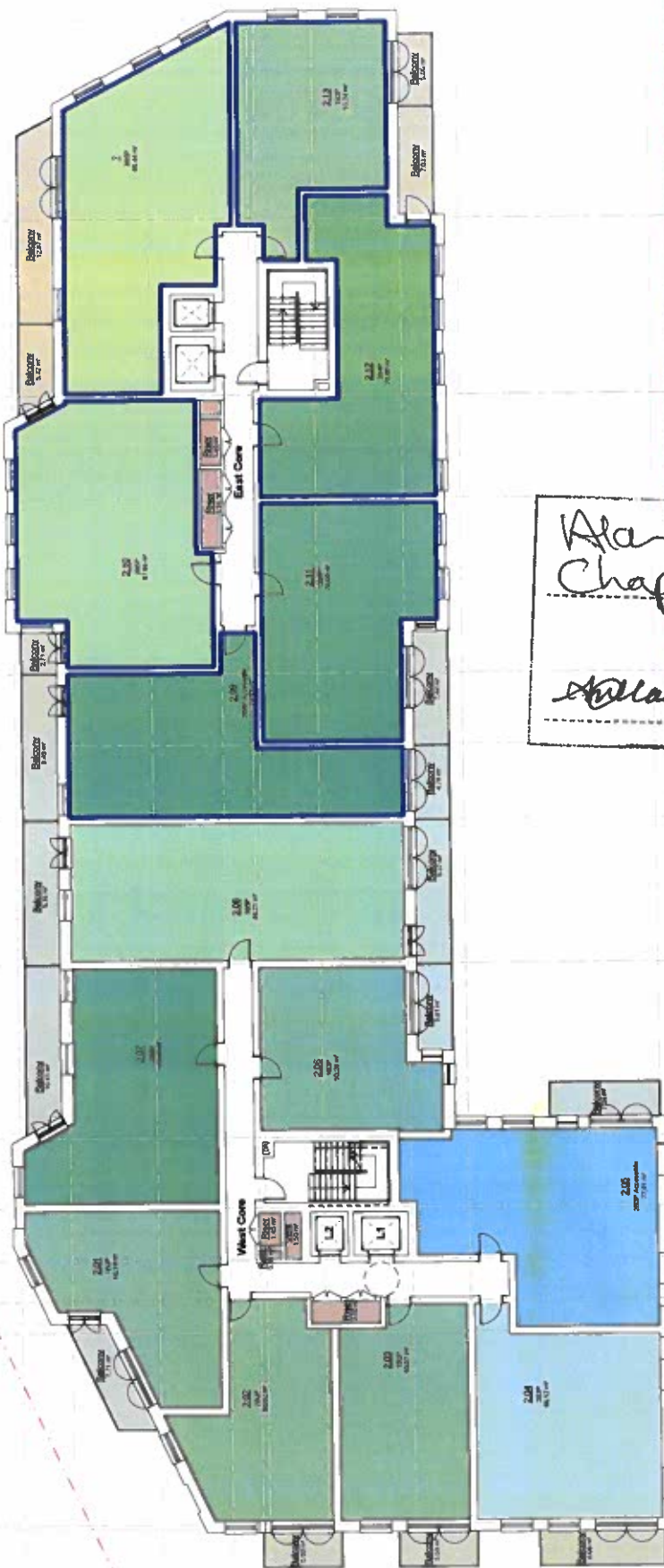
Contractors are to check all dimensions prior to commencement on site and notify the architect of any errors, omissions, or discrepancies.  
Tatehindle Limited retain copyright of this drawing. It may not be copied, altered or reproduced in any way without their written authority.

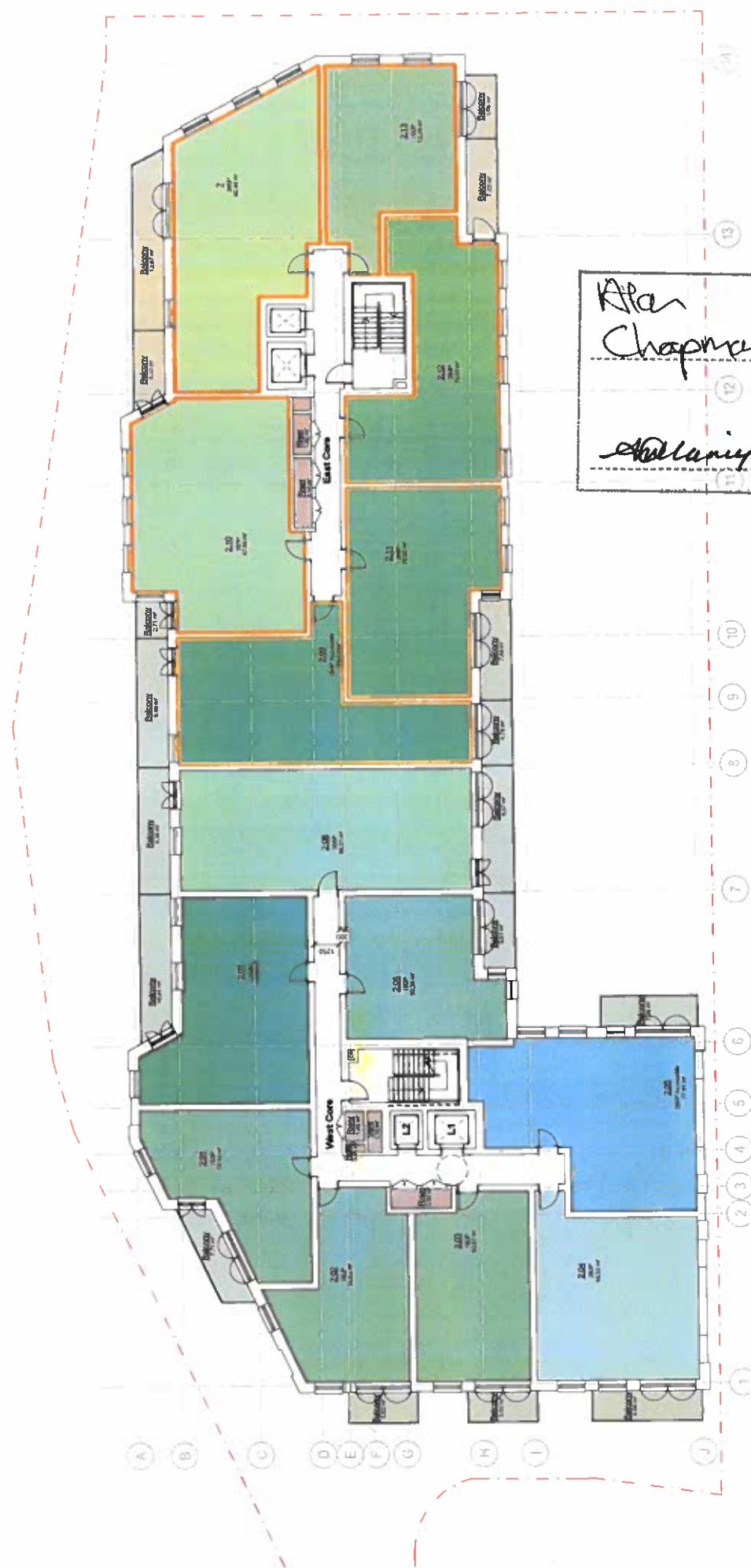


10m

MEMBER OF  
THE COUNCIL  
AUTHORISED  
OFFICE

*Alan Chapman*  
*Shallanyi*





Alan  
Chapman

2

AUTHORISED  
OFFICER

1/2/2000

**DO NOT SCALE THIS DRAWING**

Contractors are to check all dimensions prior to commencement on site and notify the architect of any errors, omissions, or discrepancies.

Copyright © 2000 by The McGraw-Hill Companies, Inc. All rights reserved. This drawing is the property of The McGraw-Hill Companies, Inc. and is not to be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of The McGraw-Hill Companies, Inc.

Item	Dimensions	Unit	Cost
...	...	...	...

### Location of Affordable Apartments

Social Return  
Investment

**Project**

**3 Viveash Close**

Drinking  
Proposed Affordable Unit Tenure  
Sixth - Seventh Floor Plan

Refers to	Scale	Drawn	Class used	Date
For Planning	1"=100'-0"	MK	CJ	2/2/08

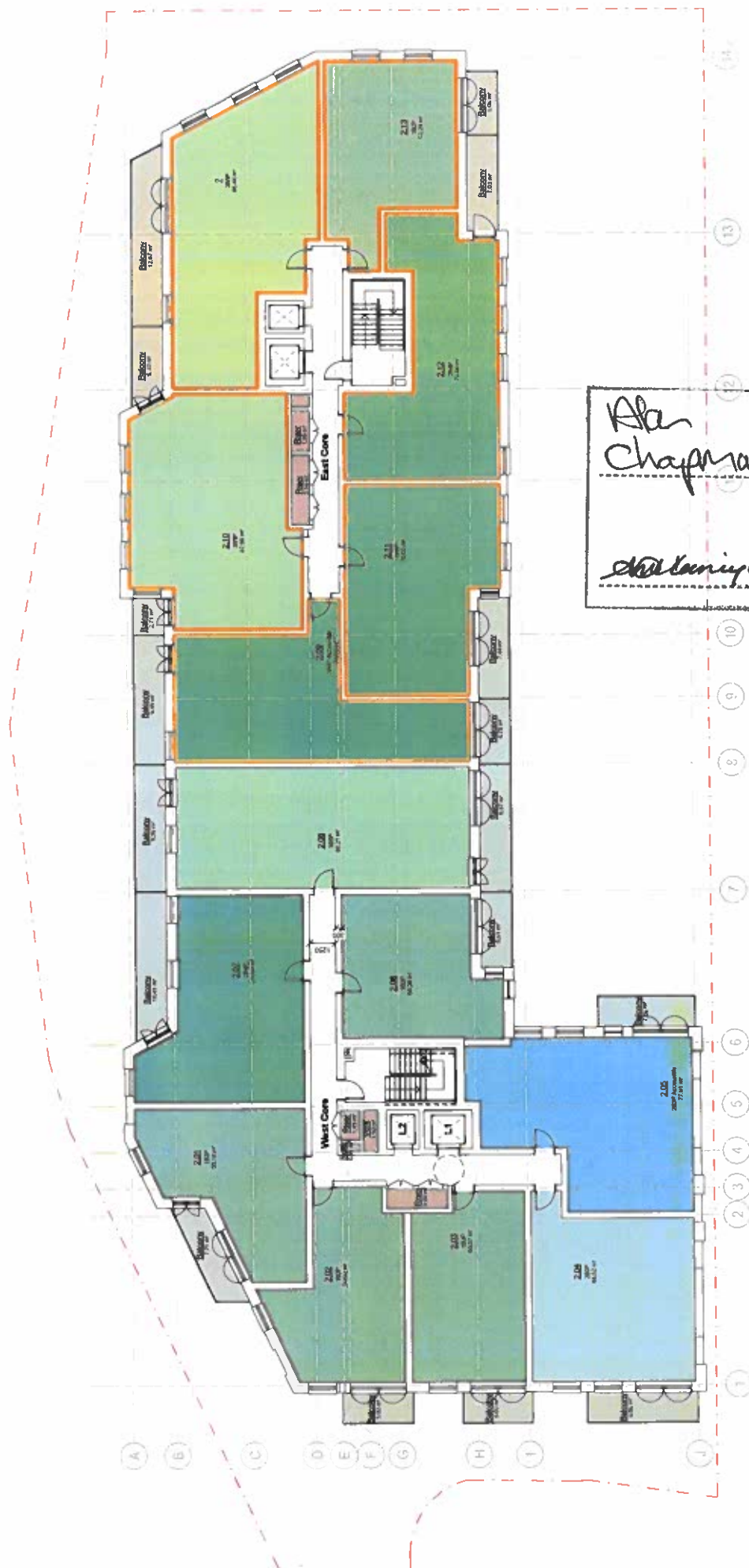
  

Client	Project No.	Dwg	Revision
MacKenzie (South West) Homes Ltd	154119	A - SK-PL/03-103	

tatehindle

**TalstarIndie Limited**  
1 Linbury Street  
Stratford  
London EC1A 8EP  
T 020 7337 8850  
marketing@talstar.co.uk  
www.talstar.co.uk





Alan Chapman  
THE COUNCIL  
AUTHORISED OFFICER

*Andrew*

DO NOT SCALE THIS DRAWING

Contractors are to check all dimensions prior to commencement on site and notify the architect of any errors, omissions, or discrepancies.

It is the architect's responsibility to retain copyright of this drawing. It may not be copied, altered or reproduced in any way without their written authority.

Rev	Description	Sub	Cost

### Location of Affordable Apartments

**Social Return**

**Intermediates**

3 Viveash Close

### Proposed Affordable Unit Tenure

Serial	Drawn	Checked	Date
1	1003A1	OK	22/08/15

Project No.	Drawn	Checked	Date
15419	A-SK-PL/031-103	OK	22/08/15

Serial	Drawn	Checked	Date
1	1003A1	OK	22/08/15

Project No.	Drawn	Checked	Date
15419	A-SK-PL/031-103	OK	22/08/15

Serial	Drawn	Checked	Date
1	1003A1	OK	22/08/15

Project No.	Drawn	Checked	Date
15419	A-SK-PL/031-103	OK	22/08/15

tatehindle

Telefonische Limited  
1 Lindway Street  
Stratford  
London EC1A 8NR  
T 020 7332 4650  
marketing@telefonie.co.uk  
www.telefonie.co.uk

**APPENDIX 3**  
**DRAFT PLANNING PERMISSION**



# DRAFT

Mr Richard Conroy  
Progress Planning  
Progress Planning  
Waterside House  
20 Riverside Way  
Uxbridge  
UB8 2YF

Application Ref: 36678/APP/2021/3370

## 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:

Redevelopment of the site to erect a part 10 storey and part 11 storey residential led development comprising 127 flats and residents lounge with associated access (including Public Access Improvements) and landscaping works following demolition of existing light industrial building (Amended plans submitted 17/03/2023)

**Location of development:** 3 Viveash Close Hayes

**Date of application:** 1st December 2021

**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).

# DRAFT

## TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)

### GRANT OF PLANNING PERMISSION

Application Ref: 36678/APP/2021/3370

### SCHEDULE OF CONDITIONS

- 1 The development hereby permitted shall be begun before the expiration of three years from the date of this permission.

#### REASON

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

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

2142-ExA-00-ZZ-DR-L-0100 Rev P1  
2142-ExA-00-ZZ-DR-L-0101 Rev P1  
2142-ExA-00-ZZ-DR-L-0102 Rev P1  
2142-ExA-10-ZZ-DR-L-0100 Rev P1  
2142-ExA-10-ZZ-DR-L-0101 Rev P1  
2142-ExA-10-ZZ-DR-L-0102 Rev P1  
22040-GAA-ZZ-10-DR-T-2006 Rev P03  
22040-GAA-ZZ-RF-DR-T-2007 Rev P02  
22040-GAA-ZZ-XX-DR-T-2101 Rev P01  
22040-GAA-ZZ-XX-DR-T-2102 Rev P01  
22040-GAA-ZZ-XX-DR-T-2103 Rev P01  
22040-GAA-ZZ-XX-DR-T-2201 Rev P01  
22040-GAA-ZZ-XX-DR-T-2202 Rev P01  
22040-GAA-ZZ-XX-DR-T-2203 Rev P01  
22040-GAA-ZZ-XX-DR-T-2204 Rev P01  
22040-GAA-ZZ-01-DR-T-2002 Rev P03  
22040-GAA-ZZ-02-DR-T-2003 Rev P03  
22040-GAA-ZZ-03-DR-T-2004 Rev P03  
22040-GAA-ZZ-08-DR-T-2005 Rev P04.01  
22040-GAA-ZZ-GF-DR-T-2001 Rev P05  
22040-GAA-A1-XX-SA-A-0002 Rev P01  
22040-GAA-ZZ-01-DR-T-1002 Rev P01  
22040-GAA-ZZ-02-DR-T-1003 Rev P01  
22040-GAA-ZZ-06-DR-T-1005 Rev P01  
22040-GAA-ZZ-08-DR-T-1006 Rev P01  
22040-GAA-ZZ-GF-DR-T-1001 Rev P01.01  
22040-GAA-ZZ-ZZ-DR-T-1004 Rev P01.01  
22040-GAA-ZZ-XX-DR-T-2104 Rev P02

and shall thereafter be retained/maintained 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 occupied until the following has been completed in accordance with the specified supporting plans and/or documents:

20 7393 Rev. A : Noise and Vibration Impact Assessment  
Amended FVA (redloft) 29 March 2022  
220706\_ExA\_2142 DAS\_Play Strategy  
Appendix 9 Drainage and Water plan  
DEM-PL-(03)-100 Rev 01 : Demolition Plan  
SUDS rebuttal from agent  
Thames Water Pre-Development Capacity Letter  
Waldrams Daylight and Sunlight Updated Report Including AY Rebuttal  
Daylight and Sunlight Report Addendum 10 March 2023  
Urban Greening Factor Plan 24 January 2022  
Exterior Architecture Urban Greening Factor Assessment  
15419\_L11\_006 DAS  
Gateway 1 form 17-03-2023  
Updated Fire Strategy Rev 1 February 2023  
Planning Statement Rev 2 November 2021  
210599-CPW-XX-XX-RP-M-320005\_Rev A : Revised overheating assessment  
210599 : Revised energy and sustainability statement  
22040-GAA-A1-XX-SA-A-0001 Rev P06  
Infrastructure and Utilities Assessment. August 2021  
Framework Residential Travel Plan 26/08/2021  
Framework Delivery and Servicing Management Plan 26/08/2021  
Framework Construction Traffic Management Plan 26/08/2021  
P3056J2322 June 2021  
Construction Management Plan Tatehilinde  
2142\_ExA\_DAS Landscaping DAS  
GL Hearn TVIA August 2021  
210599-CPW-XX-XX-RP-M-0001  
Statement of community involvement  
Synergy 20 7 393 July 2021 Preliminary Ecological Appraisal Report.  
L20068 August 2021 Drainage Strategy  
JCH01418 Built Heritage Statement  
Ref: 20-7393 Rev A - August 2021 Arboricultural Impact Assessment 2 (AIA2)  
Ref: 20 7393 August 2021 Synergy Air Quality Assessment  
Patrick Parsons FRA L20068  
Sustainability appraisal August 2021  
Motion Transport Statement 26/08/2021  
WLCS 20-7393 - 3 Whole lifecycle carbon statement  
JAC27337 Archaeological Desk Based Assessment

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 shall take place above ground level 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. Thereafter the development shall be constructed in accordance with the approved details and be retained as such.

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

#### 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 Trees, hedges and shrubs shown to be retained on the approved plan(s) shall not be damaged, uprooted, felled, lopped or topped without the prior written consent of the Local Planning Authority. If any retained tree, hedge or shrub is removed or severely damaged during (or after) construction, or is found to be seriously diseased or dying, another tree, hedge or shrub shall be planted at the same place or, if planting in the same place would leave the new tree, hedge or shrub susceptible to disease, then the planting should be in a position to be first agreed in writing with the Local Planning Authority and shall be of a size and species to be agreed in writing by the Local Planning Authority and shall be planted in the first planting season following the completion of the development or the occupation of the buildings, whichever is the earlier. Where damage is less severe, a schedule of remedial works necessary to ameliorate the effect of damage by tree surgery, feeding or groundwork shall be agreed in writing with the Local Planning Authority. New planting should comply with BS 3936 (1992) 'Nursery Stock, Part 1, Specification for Trees and Shrubs'

Remedial work should be carried out to BS BS 3998:2010 'Tree work - Recommendations' and BS 4428 (1989) 'Code of Practice for General Landscape Operations (Excluding Hard Surfaces)'. The agreed work shall be completed in the first planting season following the completion of the development or the occupation of the buildings, whichever is the earlier.

#### REASON

To ensure that the trees and other vegetation continue to make a valuable contribution to the amenity of the area in accordance with Policy DMHB 14 of the Hillingdon Local Plan Part 2 (2020) and to comply with Section 197 of the Town and Country Planning Act 1990.

- 6 Prior to above ground level works a tree protection plan shall be submitted and approved in writing by, the Local Planning Authority with respect to:
1. A method statement outlining the sequence of development on the site including demolition, building works and tree protection measures.
  2. Detailed drawings showing the position and type of fencing to protect the entire root areas/crown spread of trees, hedges and other vegetation to be retained shall be submitted to the Local Planning Authority for approval. No site clearance works or development shall be commenced until these drawings have been approved and the fencing has been erected in accordance with the details approved. Unless otherwise agreed in writing by the Local Planning Authority. Such fencing should be a minimum height of 1.5 metres.
- Thereafter, the development shall be implemented in accordance with the approved details. The fencing shall be retained in position until development is completed. The area within the approved protective fencing shall remain undisturbed during the course of the works and in particular in these areas:
- 2.a There shall be no changes in ground levels;
  - 2.b No materials or plant shall be stored;
  - 2.c No buildings or temporary buildings shall be erected or stationed.
  - 2.d No materials or waste shall be burnt; and
  - ~~2.e No drain runs or other trenches shall be dug or otherwise created, without the prior written consent of the Local Planning Authority.~~

3. Where the arboricultural method statement recommends that the tree protection measures for a site

will be monitored and supervised by an arboricultural consultant at key stages of the development, records of the site inspections / meetings shall be submitted to the Local Planning Authority.

#### REASON

To ensure that trees and other vegetation can and will be retained on site and not damaged during construction work and to ensure that the development conforms with policy DMHB 14 of the Hillingdon Local Plan Part 2 (2020)

- 7 Prior to above ground level works a revised landscaping scheme shall submitted to and approved in writing by the Local Planning Authority. The scheme shall include: -
1. Details of Soft Landscaping
    - 1.a Planting plans (at not less than a scale of 1:100),
    - 1.b Written specification of planting and cultivation works to be undertaken,
    - 1.c Schedule of plants giving species, plant sizes, and proposed numbers/densities where appropriate, to include pollution absorbing trees.
  2. Details of Hard Landscaping
    - 2.a Refuse Storage
    - 2.b Cycle storage for 84 two tier cycle stands, 18 Sheffield stands and 6 larger adaptable Sheffield stands
    - 2.c Means of enclosure/boundary treatments
    - 2.d Car Parking Layouts for 7 disabled accessible spaces(including demonstration that 2 spaces are served by active and a further 2 passive electrical charging points)
    - 2.e Hard Surfacing Materials
    - 2.f External Lighting
    - 2.g Other structures (such as play equipment and furniture)
  3. Living Walls and Roofs
    - 3.a Details of the inclusion of living walls and roofs
    - 3.b Justification as to why no part of the development can include living walls and roofs
  4. Details of Landscape Maintenance
    - 4.a Landscape Maintenance Schedule for a minimum period of 5 years.
    - 4.b Proposals for the replacement of any tree, shrub, or area of surfing/seeding within the landscaping scheme which dies or in the opinion of the Local Planning Authority becomes seriously damaged or diseased.
  5. Schedule for Implementation
  6. Other
    - 6.a Existing and proposed functional services above and below ground
    - 6.b Proposed finishing levels or contours
  7. Details of balcony screening

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, DMEI 1 and DMT 2 of the Hillingdon Local Plan Part 2 (2020) and Policy G5 of the London Plan (2021).

- 8 Prior to the commencement of development, a radar mitigation strategy shall be submitted to and

approved in writing by the Local Planning Authority in consultation with NATS and HAL.

The approved Strategy (or any variation approved in writing by the Local Planning Authority) shall be implemented in full and in accordance with the approval.

Reason: To ensure the development does not endanger the safe movement of aircraft or the operation of Heathrow Airport through interference with communication, navigational aids and surveillance equipment in the interests of aircraft safety in accordance with Policy DMAV 1 of the London Borough of Hillingdon Local Plan : Part 2 - Development Management Policies (2020).

- 9 Prior to the commencement of the development a Crane Operation Plan shall be submitted to and approved in writing by the Local Planning Authority, in consultation with Heathrow Airport Limited. The submitted plan shall include details of;

- cranes and other tall construction equipment (including the details of obstacle lighting)

The approved Crane Operation Plan (or any variation approved in writing by the Local Planning Authority) shall be implemented for the duration of the construction period.

**REASON:**

In the interests of aircraft safety in compliance with Policy DMAV 1 of the London Borough of Hillingdon Local Plan : Part 2 - Development Management Policies (2020).

- 10 Prior to the commencement of development a Construction Logistics Plan shall be submitted to and approved in writing by the Local Planning Authority. This plan shall consider the cumulative impacts of construction traffic and provide details of likely construction trips generated, and mitigation proposed. Details should include:
- i) site access arrangements (vehicular and pedestrian) and parking provisions for contractors during the development process (including measures to reduce the numbers of construction vehicles accessing the site during peak hours) as well as ensuring access to the station is maintained at all times throughout the construction phases.
  - ii) vehicular routes;
  - iii) scope for load consolidation in order to reduce the number of road trips generated; and
  - iv) measures to improve safety to vulnerable road users.

The approved details shall be implemented and maintained throughout the duration of the construction process.

**REASON**

To reduce the impacts of construction on the surrounding highway network and to safeguard the amenity of surrounding areas in accordance with Policy DMT 2 of The Local Plan: Part 2 - Development Management Policies (2020) and the London Plan (2021).

- 11 Prior to occupation of the development hereby approved a Delivery and Servicing Plan shall be submitted to and approved in writing by the Local Planning Authority. This shall:
- i) rationalise the number of delivery and servicing trips, particularly during peak traffic periods;
  - ii) ensure there is provision of adequate loading facilities;
  - iii) ensure that the delivery space and time is actively controlled through a site booking plan; and
  - iv) Provide details of measures which will be implemented to reduce neighbourhood impacts.

Operators should also be able to demonstrate their sustainability through membership of the Freight Operators Recognition Scheme (FORS) or similar.

**REASON**

To encourage out of hours/off peak servicing to help mitigate the site's contribution to local congestion

levels in compliance with Policy DMT1 and DMT2 of the Local Plan: Part Two - Development Management Policies (2020).

- 12 Prior to the occupation of the development a parking management plan shall be submitted to and approved in writing by the Local Planning Authority. The plan shall include details of how the proposed parking spaces will be managed and retained for use by residents for the lifetime of the development.

#### REASON

To ensure that an appropriate level of car parking provision is provided on site in accordance with Policy DMT 6 of the Hillingdon Local Plan Part Two 2 (2020) and Policy T6 of the London Plan (2021).

- 13 Prior to above ground level works 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 associated Planning Guidance requirements
  - 2) the implementation of a fast electric vehicle charging bay. This is to be implemented above the minimum number of charging points required in the London Plan.
  - 3) Produce a robust Travel Plan with a clear and effective strategy to encourage staff / 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 (November 2012), policy DME1 14 of the London Borough of Hillingdon Local Plan (part 2), the London Borough of Hillingdon Air Quality Action Plan 2019-2023, London Plan (2021) policy SI1 and T4, and paragraphs 174(e), 186 and 188 of the National Planning Policy Framework (2021).

- 14 No development shall commence until a Plan has been submitted to, and approved in writing by, the LPA. This must demonstrate compliance (drawn up accordance with) the GLA Control of Dust and Emissions from Construction and Demolition SPG (or any successor document).

#### Reason:

Compliance with London Plan Policy SI 1 and in accordance with Mayor of London "The Non-road mobile machinery (standard condition recommended by Mayor of London, London Local Air Quality Management Policy Guidance 2019)

- 15 All Non-Road Mobile Machinery (NRMM) of net power of 37kW and up to and including 560kW used during the course of the demolition, site preparation and construction phases shall comply with the emission standards set out in chapter 7 of the GLA's supplementary planning guidance "Control of Dust and Emissions During Construction and Demolition" dated July 2014 (SPG), or subsequent guidance. Unless it complies with the standards set out in the SPG, no NRMM shall be on site, at any time, whether in use or not, without the prior written consent of the local planning authority. The developer shall keep an up-to-date list of all NRMM used during the demolition, site preparation and construction phases of the development on the online register at <https://nrmm.london/>."

#### Reason:

Compliance with the London's Low Emission Zone for non-road mobile machinery as per requirements of the London Environment Strategy

- 16 No construction work shall be carried out above 10m AGL unless and until the approved Radar Mitigation Scheme has been implemented and the development shall thereafter be operated fully in

accordance with such approved Scheme.

**REASON:**

In the interests of aircraft safety and the operations of NATS En-route PLC

- 17 No external lighting related to the development hereby permitted shall be installed unless it is in accordance with details which have previously been submitted to and approved in writing by the Local Planning Authority. Such details shall include location, height, type and direction of light sources and intensity of illumination. Any lighting that is so installed shall not thereafter be altered without the prior consent in writing of the Local Planning.

**REASON**

In the interests of the protection of the biodiversity of the Blue Ribbon Network in accordance with Policy EM7 of the Local Plan Part 1, Policy DMEI 7 and DMEI 8 of the Hillingdon Local Plan Part 2 (2020).

- 18 Prior to above ground works, a Bird Hazard Management Plan shall be submitted to and approved in writing by the Local Planning Authority in consultation with the Heathrow Airport Limited and the MOD. The submitted plan shall include details of:

- management of any flat/shallow pitched on buildings within the site which may be attractive to nesting, roosting and "loafing" birds. The management plan shall comply with Advice Note 8 'Potential Bird Hazards from Building Design'.
- signs deterring people from feeding the birds.

The Bird Hazard Management Plan shall be implemented as approved on completion of the development and shall remain in force for the life of the building. No subsequent alterations to the plan are to take place unless first submitted to and approved in writing by the Local Planning Authority.

**REASON**

In the interests of aircraft safety in compliance with Policy DMAV 1 of the London Borough of Hillingdon Local Plan Part 2 - Development Management Policies (January 2020).

- 19 The development shall not be occupied until full and final details are provided to, and approved by, the Local Planning Authority of the sound insulation scheme(s), and any other control measures, such that ambient sound levels are no higher than the relevant internal targets within the current version of the ProPG: Planning & Noise accounting for both ventilation and overheating conditions, and to minimise levels within external amenity areas as far as practicable. The measures shall take into account the ventilation and overheating control strategy/strategies, with any sound generated within the development by associated plant controlled to not exceed relevant targets, such as those within the current version of the Acoustics, Ventilation and Overheating Residential Design Guide.

**REASON:**

To safeguard the amenity of the occupants of the development in accordance with Policy EM8 of the Hillingdon Local Plan: Part One - Strategic Policies (November 2012) and Policy DMHB 11 of the Hillingdon Local Plan : Part Two - Development Management Policies (2020)

- 20 The development shall not be occupied until details are provided to, and approved by, the Local Planning Authority of any building services plant that would result in sound emitted externally, together with details of any required noise control to safeguard the amenity of the occupants of both the scheme and the neighbouring dwellings. The plant shall be selected and installed so as to limit sound externally to a practicable minimum, and, where required (due to risk of noise impact), the plant and background sound levels should be determined and assessed in accordance with the Council's Noise SPD (2006) and the current version of BS 4142.

**REASON:**

To safeguard the amenity of the occupants of the development in accordance with Policy EM8 of the Hillingdon Local Plan: Part One - Strategic Policies (November 2012) and Policy DMHB 11 of the Hillingdon Local Plan : Part Two - Development Management Policies (2020)

- 21 Prior to occupation, a detailed monitoring and reporting plan shall be submitted to and approved in writing by the Local Planning Authority. The plan shall provide full details of how the carbon savings set out in the energy strategy shall be monitored with details of how and when these will be reported to Local Authority. The submitted report shall demonstrate the carbon reduction proposals have been implemented and that the development is compliant with the savings set out in the energy strategy. Measures to remedy any shortfall in carbon savings will be required. The development must be operated in accordance with the approved plan.

#### REASON

To ensure the development contributes to a reduction in CO2 emissions in accordance with Policy S12 of the London Plan (2021)

- 22 Prior to above ground works, an updated energy assessment shall be submitted to and approved by the Local Planning Authority. The assessment shall detail the plans and specifications for the 'be clean' and 'be green' technology solutions set out in the outline energy strategy (Couch Perry Wilkes, August 2021), GLA's Carbon Emission Reporting spreadsheet, example Be Lean and Be Green DER/TER worksheets and full Be Lean/Be Green BRUKL worksheets. The details shall include type, size and location of the heat pumps including an appraisal of the associated noise and vibration. The scheme shall detail the type and size of PV panels including their pitch and orientation. The assessment shall then ensure there is a comprehensive presentation of the reduction in carbon associated with the 'be lean', 'be clean' and 'be green' including making a clear allowance for the electricity demand of the air source heat pumps. The assessment shall show a minimum saving of 67% of CO2 from the baseline development (2013 building regulations) as modelled and presented in the outline energy strategy. Any shortfall in this target shall be subject to an offsite contribution. The development must proceed in accordance with the approved plans and specification.

#### Reason

To ensure the development achieves zero carbon in accordance with policy SI2 of the London Plan (2021).

- 23 Prior to above ground level works a revised Fire Safety Strategy shall be submitted and approved in writing by the Local Planning Authority in consultation with the London Fire Brigade.

#### REASON

To ensure that the development meets Fire Safety Standards in accordance with policy D12 of the draft London Plan (2021)

- 24 The buildings and car park areas 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 building shall be occupied until accreditation has been achieved.

#### 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 Hillingdon Local Plan Part 2 policy DMHB 15 and London Plan (2021) D11.

- 25 Prior to the commencement of any construction on site, details of a conveniently located drop-off point for taxis, hospital transport, and other door-to-door transport services, in accordance with London Plan policy D7, as set out in Approved Document M to the Building Regulations (2010) 2015, shall be submitted to, and approved in writing by the Local Planning Authority. The facility shall remain in place in perpetuity.

**REASON**

To ensure that an appropriate standard of housing stock, in accordance with London Plan policy D7 and DMT1, is achieved and maintained.

- 26 The development hereby approved shall accord with London Plan policy D5(B5) and D12(A) to include a minimum of one fire evacuation lift per core designed to meet the technical standards set out in BS EN 81-76, BS 9991 and/or BS 9999. The required evacuation lifts shall serve all floors, including the roof garden/terrace and remain in place for the life of the development.

**REASON:**

To ensure the development provides reliable, convenient and dignified means of escape for all building uses in accordance with London Plan policy D5 and D12.

- 27 All Wheelchair Accessible Standard M4(3)(2)(b) and Wheelchair Adaptable Standard M4(3)(2)(a) units shall each be allocated an accessible parking space, capable of accommodating a high sided vehicle, designed to accord with the specifications set out in BS 8300:2018 which shall remain in place in perpetuity.

**REASON:**

To allow the Building Control body to check compliance of the development against the optional Building Regulations standards, and to ensure an appropriate standard of housing, in accordance with policy D7 of the 2021 London Plan.

- 28 The dwellings hereby approved shall, as a minimum standard, be constructed to meet the standards for a 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 allow the Building Control body to check compliance of the development against the optional Building Regulations standards, and ensure an appropriate standard of housing, in accordance with policy D7 of the 2021 London Plan.

- 29 The dwellings hereby approved shall ensure that 2 x 1 bed, 4 x 2 bed and 3 x 3 bed are constructed to meet the standards for a Category 3, M4(3)(2)(a) Wheelchair Adaptable Standard 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 allow the Building Control body to check compliance of the development against the optional Building Regulations standards, and ensure an appropriate standard of housing, in accordance with policy D7 of the 2021 London Plan.

- 30 Prior to occupation, the type and location of accessible play equipment for disabled children, to include sound tubes, colour and lighting canopies, and/or other play equipment that can stimulate the olfactory senses, shall be submitted to, and approved in writing, by the Local Planning Authority.

**REASON:**

To ensure the development provides inclusive play for all children, including those with complex multiple disabilities, in accordance with London Plan policy D5.

- 31 Prior to occupation of the development a refuse management plan shall be submitted and approved in writing by the Local Planning Authority. The plan shall demonstrate how the refuse and recycling will be managed within the building and placed within an area to be collected within the described distances within the Development Plan.

**REASON**



To ensure that waste generated from the development can be held within the building and collected without obstruction in accordance with Policy EM11 of the Local Plan: Part 1 (2012) and Policy DMHB 11 of the Hillingdon Local Plan: Part 2 - Development Management Policies (2020).

- 32 Prior to the occupation of the development a revised overheating and ventilation strategy shall be submitted and approved in writing by the Local Planning Authority.

#### REASON

In order to reduce the potential for internal overheating and reliance on air conditioning systems, in accordance with Policy SI 4 of the London Plan (2021).

- 33 (i) The development shall not commence until a scheme to deal with contamination has been submitted to and approved by the Local Planning Authority (LPA). All works which form part of any required remediation scheme shall be completed before any part of the development is occupied or brought into use unless the Local Planning Authority dispenses with any such requirement specifically and in writing. The scheme shall include the following measures unless the LPA dispenses with any such requirement specifically and in writing:

a) A site investigation, including where relevant soil, soil gas, surface water and groundwater sampling, together with the results of analysis and risk assessment shall be carried out by a suitably qualified 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; and

(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, along with the details of a watching brief to address undiscovered contamination. No deviation shall be made from this scheme without the express agreement of the LPA prior to its implementation.

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

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

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

#### 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.

- 34 Prior to occupation of the site, a drainage maintenance and monitoring plan shall agreed in writing with the Local Planning Authority. The plan shall set out how the drainage arrangements, including the pump and attenuation tanks, will be monitored for performance and efficiency on annual basis with records retained for inspection by the Local Planning Authority. The maintenance regime shall ensure that the tanks and pumps are operating at optimum capacity and in line with the approved drainage arrangements throughout the lifetime of the development; the monitoring and recording will be in place

throughout the lifetime of the development also.

**REASON**

To ensure the development does not increase the risk of flooding in accordance with Policy DMEI 10 of the Hillingdon Local Plan Part 2 (2020) and Policy SI 12 of the London Plan (2021).

- 35 The development hereby approved shall be carried out in accordance with the Biodiversity Enhancement Strategy "Synergy 20 7 393 July 2021", to achieve biodiversity net gain on-site.

The development shall thereafter be retained in accordance with these details.

**REASON**

In order to encourage wildlife in accordance with Policy DMEI 7 of the Hillingdon Local Plan: Part 2 (2020).

- 36 Prior to the occupation of each residential unit, the occupants shall be provided with a handover pack which includes information on how to mitigate overheating.

**REASON**

To ensure the development provides adequate overheating and cooling facilities for future occupants in accordance with Policy SI 4 of the London Plan (2021) and Building Regulations Part L 2013 and Part L 2021.

- 37 The development shall be constructed in accordance with the BRUKL output document for the non-domestic element to ensure that cooling demand of the actual building is lower than the notional.

**REASON**

To ensure the development provides adequate overheating and cooling facilities for future occupants in accordance with Policy SI 4 of the London Plan (2021) and Building Regulations Part L 2013 and Part L 2021.

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

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

**REASON**

In the interests of sustainable waste management and in order to maximise the re-use of materials in accordance with Policy SI 7 of the London Plan (2021).

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

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

**REASON**

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

## INFORMATIVES

- 1 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@hillington.gov.uk](mailto:planning@hillington.gov.uk). The Council will then issue a Demand Notice setting out the date and the amount of CIL that is payable. Failure to submit a valid Assumption of Liability Notice and Commencement Notice prior to commencement of the development may result in surcharges being imposed.

The above forms can be found on the planning portal at:

[www.planningportal.gov.uk/planning/applications/howtoapply/whattosubmit/cil](http://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.

- 2 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 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).

The decision to GRANT planning permission has been taken having regard to the policies and proposals in the Hillingdon Local Plan Part 1 (2012) and Part 2 (2020) set out below, including Supplementary Planning Guidance, and to all relevant material considerations, including The London Plan 2021 and national planning guidance.

### Part 1 Policies

PT1.BE1	(2012) Built Environment
PT1.EM6	(2012) Flood Risk Management
PT1.EM8	(2012) Land, Water, Air and Noise
PT1.H1	(2012) Housing Growth
PT1.E1	(2012) Managing the Supply of Employment Land
PT1.EM1	(2012) Climate Change Adaptation and Mitigation
PT1.EM11	(2012) Sustainable Waste Management
PT1.EM4	(2012) Open Space and Informal Recreation

PT1.EM7 (2012) Biodiversity and Geological Conservation

PT1.H2 (2012) Affordable Housing

PT1.HE1 (2012) Heritage

## Part 2 Policies

DMAV 1 Safe Operation of Airports

DMEI 10 Water Management, Efficiency and Quality

DMCI 4 Open Spaces in New Development

DMEI 12 Development of Land Affected by Contamination

DMCI 5 Childrens Play Area

DMEI 14 Air Quality

DMCI 7 Planning Obligations and Community Infrastructure Levy

DMEI 4 Development on the Green Belt or Metropolitan Open Land

DME 2 Employment Uses Outside of Designated Sites

DMEI 9 Management of Flood Risk

DMEI 1 Living Walls and Roofs and Onsite Vegetation

DMH 2 Housing Mix

DMHB 4 Conservation Areas

DMHB 11 Design of New Development

DMHB 14 Trees and Landscaping

DMEI 2 Reducing Carbon Emissions

DMHB 15 Planning for Safer Places

DMEI 7 Biodiversity Protection and Enhancement

DMHB 16 Housing Standards

DMHB 18 Private Outdoor Amenity Space

DMHB 7 Archaeological Priority Areas and archaeological Priority Zones

DMH 7 Provision of Affordable Housing

DMT 1 Managing Transport Impacts

DMHB 1 Heritage Assets

DMT 2	Highways Impacts
DMHB 10	High Buildings and Structures
DMT 6	Vehicle Parking
LPP D11	(2021) Safety, security and resilience to emergency
DMHB 12	Streets and Public Realm
LPP D14	(2021) Noise
LPP D3	(2021) Optimising site capacity through the design-led approach
LPP D5	(2021) Inclusive design
LPP D6	(2021) Housing quality and standards
DMHB 17	Residential Density
LPP D7	(2021) Accessible housing
LPP DF1	(2021) Delivery of the Plan and Planning Obligations
DMHB 19	Play Space
LPP G6	(2021) Biodiversity and access to nature
DMHB 2	Listed Buildings
LPP G7	(2021) Trees and woodlands
DMHB 3	Locally Listed Buildings
LPP H1	(2021) Increasing housing supply
LPP H10	(2021) Housing size mix
LPP HC1	(2021) Heritage conservation and growth
LPP SI1	(2021) Improving air quality
DMT 3	Road Safeguarding
LPP SI12	(2021) Flood risk management
DMT 4	Public Transport
LPP SI13	(2021) Sustainable drainage
DMT 5	Pedestrians and Cyclists
LPP T4	(2021) Assessing and mitigating transport impacts
LPP T5	(2021) Cycling

LPP T6	(2021) Car parking
LPP T6.1	(2021) Residential parking
LPP D12	(2021) Fire safety
LPP H2	(2021) Small sites
LPP T6.5	(2021) Non-residential disabled persons parking
LPP D1	(2021) London's form, character and capacity for growth
LPP D13	(2021) Agent of change
LPP D4	(2021) Delivering good design
LPP D8	(2021) Public realm
LPP GG1	(2021) Building strong and inclusive communities
LPP GG4	(2021) Delivering the homes Londoners needs
LPP SI2	(2021) Minimising greenhouse gas emissions
NPPF11	NPPF 2021 - Making effective use of land
LPP D9	(2021) Tall buildings
NPPF12	NPPF 2021 - Achieving well-designed places
NPPF15	NPPF 2021 - Conserving and enhancing the natural environment
LPP E11	(2021) Skills and opportunities for all
NPPF2	NPPF 2021 - Achieving sustainable development
LPP E2	(2021) Providing suitable business space
NPPF4	NPPF 2021 - Decision-Making
LPP E3	(2021) Affordable workspace
NPPF5	NPPF 2021 - Delivering a sufficient supply of homes
LPP E4	(2021) Land for industry, logistics and services to support London's economic function
NPPF9	NPPF 2021 - Promoting sustainable transport
LPP E7	(2021) Industrial intensification, co-location and substitution
LPP G1	(2021) Green infrastructure
LPP G4	(2021) Open space

LPP G5	(2021) Urban greening
NPPF16	NPPF 2021 - Conserving & enhancing the historic environment
LPP GG2	(2021) Making the best use of land
LPP GG3	(2021) Creating a healthy city
LPP GG5	(2021) Growing a good economy
LPP GG6	(2021) Increasing efficiency and resilience
LPP H4	(2021) Delivering affordable housing
LPP H5	(2021) Threshold approach to applications
LPP H6	(2021) Affordable housing tenure
LPP H7	(2021) Monitoring of affordable housing
LPP S4	(2021) Play and informal recreation
LPP SI3	(2021) Energy infrastructure
LPP SI4	(2021) Managing heat risk
LPP T1	(2021) Strategic approach to transport
LPP T2	(2021) Healthy Streets
LPP T3	(2021) Transport capacity, connectivity and safeguarding
LPP T6.2	(2021) Office parking
LPP T7	(2021) Deliveries, servicing and construction
LPP T8	(2021) Aviation
LPP T9	(2021) Funding transport infrastructure through planning
NPPF14	NPPF 2021 - Meeting the challenge of climate change flooding
NPPF8	NPPF 2021 - Promoting healthy and safe communities

## **END OF SCHEDULE**

### **Address:**

Development Management  
 Directorate of Place  
 Hillingdon Council  
 3 North, Civic Centre, High Street, Uxbridge UB8 1UW  
[www.hillingdon.gov.uk](http://www.hillingdon.gov.uk)

## **GRANT OF PLANNING PERMISSION**

Application Ref: 36678/APP/2021/3370

### **SCHEDULE OF PLANS**

2142-ExA-10-ZZ-DR-L-0102 Rev P1 - received 12 Jan 2022  
PL-(04) - 903\_01 - received 02 Dec 2021  
22040-GAA-ZZ-XX-DR-T-2202 Rev P01 - received 17 Mar 2023  
22040-GAA-ZZ-01-DR-T-2002 Rev P03 - received 03 Apr 2023  
22040-GAA-ZZ-02-DR-T-2003 Rev P03 - received 03 Apr 2023  
22040-GAA-ZZ-03-DR-T-2004 Rev P03 - received 03 Apr 2023  
22040-GAA-ZZ-08-DR-T-2005 Rev P04.01 - received 03 Apr 2023  
210599-CPW-XX-XX-RP-M-320005\_Rev A - received 17 Mar 2023  
210599 - received 17 Mar 2023  
Waldrams Rebuttal Daylight and Sunlight Comments - received 07 Jul 2022  
22040-GAA-ZZ-GF-DR-T-1001 Rev P01.01 - received 05 Apr 2023  
22040-GAA-ZZ-ZZ-DR-T-1004 Rev P01.01 - received 05 Apr 2023  
22040-GAA-ZZ-XX-DR-T-2102 Rev P01 - received 17 Mar 2023  
PL-(04) - 902 Rev 01 - received 02 Dec 2021  
2142-ExA-00-ZZ-DR-L-0101 Rev P1 - received 12 Jan 2022  
22040-GAA-ZZ-10-DR-T-2006 Rev P03 - received 17 Mar 2023  
EX - PL -(03) - 100 Rev 01 - received 06 Sep 2021  
22040-GAA-ZZ-XX-DR-T-2103 Rev P01 - received 17 Mar 2023  
DEM-PL-(03)-100 Rev 01 - received 06 Apr 2023  
A -PL-(03) -300A Rev 03 - received 23 Sep 2021  
A -PL-(03) -300B Rev 02 - received 23 Sep 2021  
A -PL-(03) -301 Rev 03 - received 23 Sep 2021  
Revised Redloft FVA December 2021 - received 23 Sep 2021  
Urban Greening Factor Assessment - received 04 Jan 2022  
Urban Greening Factor Plan - received 25 Jan 2022  
Waldrams Daylight and Sunlight Updated Report Including AY Rebuttal - received 03 Mar 2022  
GL Hearn TVIA Feb 2022 - received 03 Mar 2022  
Thames Water Pre-Development Capacity Letter - received 03 Mar 2022  
~~SUDS rebuttal from agent - received 03 Mar 2022~~  
2142\_ExA\_DAS - received 12 Jan 2022  
Construction Management Plan Tatehilnde - received 06 Sep 2021



P3056J2322 June 2021 - received 06 Apr 2023  
 Framework Construction Traffic Management Plan - received 06 Apr 2023  
 Framework Delivery and Servicing Management Plan - received 06 Apr 2023  
 Framework Residential Travel Plan - received 06 Apr 2023  
 Infrastructure and Utilities Assessment. - received 06 Apr 2023  
 Statement of community involvement - received 06 Sep 2021  
 210599-CPW-XX-XX-RP-M-0001 - received 06 Sep 2021  
 GL Hearn TVIA August 2021 - received 06 Sep 2021  
 Synergy 20 7 393 July 2021 - received 06 Sep 2021  
 Ref: 20 7393 August 2021 - received 06 Sep 2021  
 Ref: 20-7393 Rev A - August 2021 - received 06 Sep 2021  
 JCH01418 - received 06 Sep 2021  
 L20068 August 2021 - received 06 Sep 2021  
 22040-GAA-ZZ-XX-DR-T-2104 Rev P02 - received 06 Apr 2023  
 22040-GAA-A1-XX-SA-A-0001 Rev P06 - received 13 Apr 2023  
 Daylight and Sunlight Report Addendum - received 17 Mar 2023  
 Gateway 1 form 17-03-2023 - received 17 Mar 2023  
 Updated Fire Strategy Rev 1 - received 17 Mar 2023  
 15419\_L11\_006 DAS - received 02 Dec 2021  
 2142-ExA-00-ZZ-DR-L-0102 Rev P1 - received 12 Jan 2022  
 2142-ExA-10-ZZ-DR-L-0100 Rev P1 - received 12 Jan 2022  
 2142-ExA-10-ZZ-DR-L-0101 Rev P1 - received 12 Jan 2022  
 Amended FVA (redloft) 29 March 2022 - received 01 Apr 2022  
 22040-GAA-ZZ-XX-DR-T-2101 Rev P01 - received 17 Mar 2023  
 22040-GAA-ZZ-06-DR-T-1005 Rev P01 - received 05 Apr 2023  
 22040-GAA-ZZ-RF-DR-T-2007 Rev P02 - received 17 Mar 2023  
 Planning Statement Rev 2 - received 02 Dec 2021  
 Patrick Parsons FRA L20068 - received 06 Sep 2021  
 Sustainability appraisal - received 06 Sep 2021  
 Motion Transport Statement - received 06 Sep 2021  
 WLCS 20-7393 - 3 - received 01 Feb 2022  
 JAC27337 - received 06 Sep 2021  
 22040-GAA-ZZ-XX-DR-T-2201 Rev P01 - received 17 Mar 2023  
 Appendix 9 Drainage and Water plan - received 17 Mar 2023  
 22040-GAA-ZZ-GF-DR-T-2001 Rev P03 - received 03 Apr 2023

22040-GAA-A1-XX-SA-A-0002 Rev P01 - received 05 Apr 2023  
22040-GAA-ZZ-01-DR-T-1002 Rev P01 - received 05 Apr 2023  
22040-GAA-ZZ-02-DR-T-1003 Rev P01 - received 05 Apr 2023  
22040-GAA-ZZ-08-DR-T-1006 Rev P01 - received 05 Apr 2023  
220706\_ExA\_2142 DAS\_Play Strategy - received 12 Jul 2022  
A-EX-PL-(05) - 100\_00 rev 01 - received 06 Sep 2021  
2142-ExA-00-ZZ-DR-L-0100 Rev P1 - received 12 Jan 2022  
EX-PL-(02)-100 Rev 01 - received 06 Sep 2021  
15489-A-PL-(03) - 012 Rev 02 - received 06 Sep 2021  
20 7393 Rev. A - received 06 Sep 2021

## **RIGHTS OF APPLICANTS AGGRIEVED BY DECISION OF LOCAL PLANNING AUTHORITY**

### **TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)**

#### **Appeals to the Secretary of State**

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

#### **Purchase Notices.**

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



THE COMMON SEAL of the  
**MAYOR AND BURGESSES OF THE  
LONDON BOROUGH OF HILLINGDON**  
was duly affixed to this Agreement  
in the presence of:-



MEMBER OF  
THE COUNCIL..... *Alan Chapman*

AUTHORISED OFFICER..... *Alan Chapman*

EXECUTED AS A DEED by  
**MACKENZIE (VIVEASH) LIMITED** acting by:-

DIRECTOR..... *[Signature]*

WITNESS..... *[Signature]*

EXECUTED AS A DEED by  
**CAMBRIDGE & COUNTIES BANK LIMITED** acting by:-

DIRECTOR..... *[Signature]*

WITNESS..... *[Signature]*

