

DATED

16th August

2022

TROUTBOURNE LIMITED LIABILITY PARTNERSHIP

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**

RAINBOW INDUSTRIAL ESTATE TROUT ROAD YIEWSLEY UB7 7XT

PLANNING APPLICATION NUMBER: 38058/APP/2022/64

Planning & Corporate Team
London Borough of Hillingdon
Civic Centre, High Street
Uxbridge, Middlesex

Ref: 3E/04/NH/020364

THIS PLANNING OBLIGATION BY DEED is dated 16th August 2022
and is made **BETWEEN**:

1. **TROUTBOURNE LIMITED LIABILITY PARTNERSHIP** (company number: OC395881) a company incorporated in England and Wales c/o C & G Properties Limited Winston House 2 Dollis Park London N3 1HF ("**the Owner**");
2. **CAMBRIDGE & COUNTIES BANK LIMITED** (company number 07972522) a company incorporated in England and Wales c/o 5b New Walk, Leicester LE1 6TE. ("**the Mortgagee**")
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 999 year leasehold interest in the Land registered under Title No AGL82175 at the Land Registry which is subject to a legal charge dated 28 June 2019 in favour of the Mortgagee.
- C On 4th March 2022 , The Council validated the Planning Application submitted by the Owner to the Council for permission to develop the Site for the purposes and in the manner described in the Planning Application.
- D The Owner has developed the Site pursuant to the Planning Permission in the manner and for the uses set out in the Planning Application and in the plans specifications and particulars deposited with the Council and forming part of the Planning Application .
- F 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

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

2.2

"1980 Act"	means the Highways Act 1980 (as amended);
"1990 Act"	means the Town and Country Planning Act 1990 (as amended);
"Air Quality Contribution"	means the Indexed Link sum of thirty-nine thousand four hundred and fifty-nine pounds (£39,459) referred to in Schedule 1 as a contribution towards initiatives to improve air quality in the Authority's Area including (but not limited to): - Use of low emission fuel technology and other measures to reduce emissions; - Tree and other planting; - Restrictions on certain types of vehicles; - Use of cleaner fuels on energy and heating; - Use of combined heat and power and community heating systems; and - Environmental management systems and air quality strategy;
"Auditor"	means a suitably qualified, experienced and independent person nominated by the Owner and approved in writing by the Council for the purpose of verifying the results of the Monitoring;
"Authority's Area"	means the administrative area of the Council;

“Commencement of Development”	means the carrying out in relation to the Development of any material operation (as defined within section 56(4) of the 1990 Act) on the Site pursuant to the Planning Permission but (for the purposes of this Agreement) excluding operations consisting of: - site clearance; - demolition (provided always that such works do not relate to any listed building within the Site); - archaeological investigations and works; - ground investigations; - site survey works; - temporary access construction works; - preparatory or remediation works; - works for the laying termination or diversion of services; - the erection of any temporary means of enclosure or site notices; - decontamination works; - erection of any fences and hoardings around the Site; and - environmental site investigations, and Commence and Commenced shall be construed accordingly;
“Contributions”	means the Air Quality Contribution;
“Deputy Director of Planning and Regeneration”	means the Council’s Deputy Director of Planning and Regeneration or such person as the Council designates as undertaking this role;
“Development”	means retention of entrance gates and change of use for use class sui generis including container and skip storage; open and closed storage of building, scaffolding and lighting materials; storage of aggregate materials; vehicle storage and sales; and associated installation of portacabins, container stores, transportable

	silos and other structures for a period of 12 months
“Form PO1”	means the form in the substantial format attached at Appendix 1 ;
“Index Linked”	means the application of the formula provided at clause 15 ;
“Highways Agreement”	means a Section 278 Agreement pursuant to the 1980 Act or such other agreement that may be required in order to deliver the Highway Works
“Highway Works”	Means the works to the highways that include (but may not be limited to): a table top to be constructed at the Trout Road entrance to the site and cyclist signage to be installed on Trout Road pursuant to a Highways Agreement.
“Occupied”	means occupation for any purpose for which Planning Permission has been granted but not including occupation by personnel engaged in the construction, fitting out or occupation for marketing or display purposes and for security purposes and Occupation and Occupy shall be construed accordingly;
“Plan ”	means the plan attached to this Agreement at Appendix 2 ;
“Planning Application”	means with reference number 38058/APP/2022/64;
“Planning Obligations Officer”	means the Council’s Planning Obligations Officer or such person as the Council designates as undertaking this role;
“Planning Permission”	means the planning permission that may be granted in pursuance of the Planning Application substantially in the form of the draft permission at Appendix 3 ;

“Planning Reference”	means planning reference 38058/APP/2022/64;
“Project Management and Monitoring Fee”	means the sum equivalent to five percent (5%) of the total Contributions to be used by the Council at its discretion for its costs incurred in administering, monitoring, reviewing and implementing this Agreement;
“RPI”	means the Retail Prices Index published monthly by the Office for National Statistics or, if the Retail Prices Index is no longer maintained, such replacement or alternative index as the Council may reasonably determine;
“Site”	means the property known as the Rainbow Industrial Estate and shown for identification purposes only edged red on Plan 1 ;
“Specified Date”	means the date upon which an obligation arising under this Agreement is due to be performed;
“Trigger Date”	means the date of this Agreement;
“VAT”	means value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax; and
“Working Day”	means any day except Saturday, Sunday and any bank or public holiday and Working Days shall be construed accordingly.

2.3 In this Agreement:

- 2.3.1 the clause headings do not affect its interpretation;
- 2.3.2 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;
- 2.3.3 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;
- 2.3.4 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;
- 2.3.5 the headings in this Agreement are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;
- 2.3.6 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;
- 2.3.7 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;
- 2.3.8 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;
- 2.3.9 references to the Site include any part of it;
- 2.3.10 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;

2.3.11 "including" means "including, without limitation";

2.3.12 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;

2.3.13 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;

2.3.14 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

2.3.15 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.

3 LEGAL BASIS

3.1 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.

3.2 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.

4 CONDITIONALITY

The obligations contained in the schedules to this Agreement are subject to and conditional upon the grant of the Planning Permission.

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

5 MISCELLANEOUS

- 5.1 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.
- 5.2 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.
- 5.3 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.
- 5.4 Nothing in this Agreement shall be construed as a grant of planning permission.
- 5.5 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.
- 5.6 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.
- 5.7 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.

- 5.8 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.
- 5.9 In the event that the planning obligations contained in this Agreement being modified a note or memorandum thereof shall be endorsed upon this Agreement.
- 5.10 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.

6 THE OWNER'S PLANNING OBLIGATIONS

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

7 COSTS

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

8 MORTGAGEE'S CONSENT

The Mortgagee consents to the completion of this Agreement and declares that their interest in the Land shall be bound by the terms of this Agreement as if it had been executed and registered as a land charge prior to the creation of the Mortgagee's interest in the Land PROVIDED THAT the Mortgagee shall not be personally liable for any breach of the obligations in this Agreement unless committed or continuing at a time when the Mortgagee is in possession of all or any part of the Land. The Mortgagee of the Land shall in no circumstances be liable for any pre-existing breach and the Mortgagee shall have no liability after they have discharged the security or disposed of the Land, which is subject to their security, whether by sale or otherwise.

9 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.

10 RIGHT OF ACCESS

- 10.1 Without prejudice to the Council's statutory right of entry the Owner shall permit the Council and its authorised employees and agents upon reasonable written notice to enter the Site at all reasonable times for the purpose of verifying whether or not any obligation arising under the Agreement has been performed or observed.

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) Deputy Director of Planning and Regeneration, 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 c/o C & G Properties Limited Winston House 2 Dollis Park London N3 1HF

12. 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 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.

13. CONTRIBUTIONS

13.1 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.

13.2 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.

13.3 In the event that the Contributions or any element or part of the Contributions remain unspent or committed unconditionally to be spent within two (2) years after the date on which the Contribution was paid in full 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).

13.4 At the written request of the Owner and following payment of the Contributions the Council shall provide written confirmation of the discharge of the obligations contained in this Agreement when satisfied that such obligations have been performed.

14. 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.

15. 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.

16. VAT

- 16.1 All consideration given in accordance with the terms of this Agreement shall be exclusive of any VAT properly payable.
- 16.2 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.

17. JURISDICTION

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

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

AIR QUALITY CONTRIBUTION

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

1. Upon the Trigger Date to pay the Air Quality Contribution to the Council.

SCHEDULE 2
HIGHWAY WORKS

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

1. If any Highways Agreement is required to enter into one or more Highway Agreements for the Highway Works before the Highway Works are commenced or to procure that the Owner's successor in title to the Land shall enter into one or more Highway Agreements for the Highway Works before the Highway Works are commenced.
2. Without prejudice to the requirements of paragraph 1 of this Schedule, the scope and specification of any Highway Works (including the scope and specification of any associated works, studies, audits or modelling) shall be first agreed in writing by the Council's Highways Engineer.
3. To be responsible for the full costs of the Highway Works including any traffic orders the Council seeks to make which are necessary to implement the Highway Works, whether or not such orders are successfully made.
4. If any Highways Agreement is required the Owner shall pay the Councils reasonable and proper legal costs in entering into any Highways Agreement.

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

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) _____

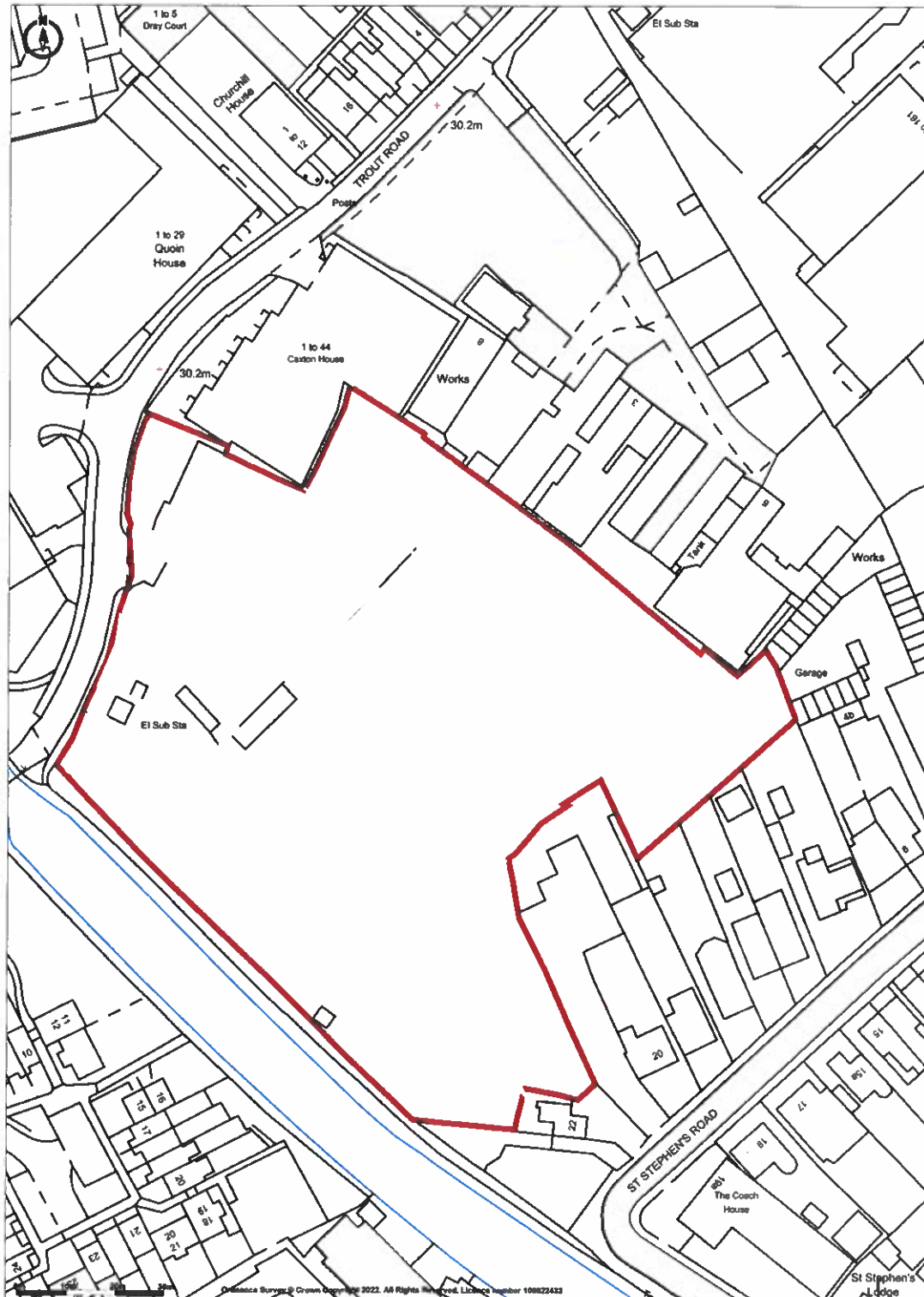
INTEREST BEARING ACCOUNT FOR BENEFIT OF OBLIGATIONS

YES/NO

APPENDIX 2
PLAN

Site Location Plan

John J. Mallon MEMBER OF
THE COUNCIL
[Signature] AUTHORISED
OFFICER



Promap
LANDMARK INFORMATION

Ordnance Survey © Crown Copyright 2022. All Rights Reserved.
Licence number 100022432
Plotted Scale - 1:1250. Paper Size - A4

[Signature]

[Signature]

APPENDIX 3
DRAFT PLANNING PERMISSION

DRAFT

Ms Jill McGregor
Stantec Uk Limited
The Stills, 1st Floor
80 Turmill Street
London EC1M 5QJ

Application Ref: 38058/APP/2022/64

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:

Retention of entrance gates and change of use for use class sui generis including container and skip storage; open and closed storage of building, scaffolding and lighting materials; storage of aggregate materials; vehicle storage and sales; and associated installation of portacabins, container stores, transportable silos and other structures for a period of 12 months (retrospective application).

Location of development: Land At Rainbow Industrial Estate Trout Road
Yiewsley

Date of application: 04 March 2022

Plan Numbers: See attached Schedule of plans

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

Draft Decision Notice produced: 20 May 2022

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).

TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)

GRANT OF PLANNING PERMISSION

Application Ref: 38058/APP/2022/64

SCHEDULE OF CONDITIONS

1. The use hereby permitted shall be for a limited period of 12 months from the date of this decision. The use hereby permitted shall be discontinued and the land restored to a condition to be agreed with the LPA on or before the expiration of the 12 months from the date of this decision, in accordance with a scheme of work that shall first have been submitted to and approved in writing by the LPA.

REASON

To ensure the development complies with the provisions Hillingdon Local Plan Parts 1 (November 2012) and 2 (January 2020) and the London Plan (2021).

2. The development hereby permitted shall not be carried out except in complete accordance with the details shown on the 'Proposed Site Plan'.

REASON

To ensure the development complies with the provisions Hillingdon Local Plan Parts 1 (November 2012) and 2 (January 2020) and the London Plan (2021).

3. The development hereby permitted shall not be occupied until the following has been completed in accordance with the specified supporting plans and/or documents:

Planning, Design and Access Statement Jan 2022
Air Quality note 10.01.22
Fire Strategy Statement 10.01.22
Flood Risk Assessment April 2021
Noise technical note 10.01.22
Textainer Container 20ft- Dry Freight Features Specification
Palisade Data Sheet
Palisade Fencing Specification Plan
Portacabin Photo (1)
Portacabin Photo (3)
Portacabin Photo (4)
Portacabin Photo (2)
Concrete Silo Brochure
Transport Assessment Troutbourne May 2022
Air quality assessment 15.03.22
Revised Noise impact assessment 09.05.22
Dust emissions statement
SK02 Swept path analysis

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 Hillingdon Local Plan Parts 1 (November 2012) and 2 (January 2020) and the London Plan (2021).

SCHEDULE OF CONDITIONS

- 4 . Within 28 days of the receipt of planning permission, the applicant must submit in writing a Noise Management Plan to the Local Planning Authority for approval. The management plan shall include details of how noise complaints from local residents will be dealt with and remedied.

Following notification of approval of the condition by the Local Planning Authority, the Plan shall be implemented on site within 14 days, if not sooner. 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 accords with the requirements of Policy DMHB 11 of the Hillingdon Local Plan: Part 2 - Development Management Policies (January 2020), Policy EM8 of the Hillingdon Local Plan: Part 1 - Strategic Policies (November 2012) and Policy D14 of the London Plan (2021).

- 5 . The sound levels from the site shall not, at any time permitted, exceed 50 dB LAeq,1h (free-field) as measured or calculated 1m outside the nearest residential windows. A correction of -3 dB should be applied to any measurements under facade conditions. Where complaints regarding noise from the site are received by the Local Planning Authority, the applicant or its representative shall follow the procedures within the noise management plan and, where the associated source or activity continues operation, arrange for sound level measurements to be undertaken by a suitably qualified acoustics consultant within a period of two weeks, with the details provided to the LPA within three weeks of knowledge of the complaint.

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

REASON

To ensure the development accords with the requirements of Policy DMHB 11 of the Hillingdon Local Plan: Part 2 - Development Management Policies (January 2020), Policy EM8 of the Hillingdon Local Plan: Part 1 - Strategic Policies (November 2012) and Policy D14 of the London Plan (2021).

- 6 . Within 28 days of receipt of planning permission, in order to monitor and manage noise emissions from the site, the following works shall be implemented in full and maintained in good order for the life of the development:

- (1) the enclosure to the open aggregate storage on the site; and
- (2) construction of 2 metre high acoustic fencing to along the boundaries shared with residential properties (Trout Road/Caxton House/St Stephens Road).

REASON

To ensure the development accords with the requirements of Policy DMHB 11 of the Hillingdon Local Plan: Part 2 - Development Management Policies (January 2020), Policy EM8 of the Hillingdon Local Plan: Part 1 - Strategic Policies (November 2012) and Policy D14 of the London Plan (2021).

SCHEDULE OF CONDITIONS

- 7 . Within 28 days of the receipt of planning permission, the applicant must submit in writing a Dust Management Plan to the Local Planning Authority for approval. This must demonstrate compliance (drawn up accordance with) the GLA Control of Dust and Emissions from Construction and Demolition SPG (or any successor document). The plan shall also include details of all methods of dust management and clearance which arise from the development, including the tarmacing of all parts of the internal 'haul road' and to include a specific dust mitigation plan during times of delivery of aggregates to the site to minimise dust exposure.

Following notification of approval of the condition by the Local Planning Authority, the Plan shall be implemented on site within 14 days, if not sooner. Thereafter the development shall be retained/maintained in accordance with these details for as long as the development remains in existence.

REASON:

Compliance with London Plan 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).

- 8 . Should a Crane be required during the lifespan of the temporary permission a Crane Operation Plan shall be submitted to and approved in writing by the Local Planning Authority, in consultation with the Ministry of Defence (RAF Northolt) and Heathrow Airport Limited. The submitted plan shall include details of:

- cranes and other tall construction equipment (including the details of obstacle lighting) - Such schemes shall comply with Advice Note 4 'Cranes and Other Construction Issues'(available at www.aoa.org.uk/policy-campaigns/operations-safety).

The approved Crane Operation Plan (or any variation approved in writing by the Local Planning Authority) shall be implemented as approved.

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).

SCHEDULE OF CONDITIONS

- 9 · Within 28 days of the receipt of planning permission, the applicant must submit in writing an External Lighting Management Plan to the Local Planning Authority for approval. This plan shall also include details of automatic lighting switch off outside of operational hours.

Following notification of approval of the condition by the Local Planning Authority, the Plan shall be implemented on site within 14 days, if not sooner. Thereafter the development shall be retained/maintained in accordance with these details for as long as the development remains in existence.

REASON

In order to protect the wildlife and ecological habitats within close proximity to the site in accordance with Policy EM7 of the Local Plan Part 1 (2012) and to ensure the residential amenity of neighbouring properties in accordance with policy DMHB 11 of the Hillingdon Local Plan: Part 2 - Development Management Policies (January 2020).

- 10 · The site and uses shall not be used except between:
7am - 7pm on weekdays
7am - 1 pm on Saturdays

The site and uses shall be closed on Sundays, Bank and Public Holidays.

REASON

To safeguard the residential amenity of the occupiers of adjoining and nearby properties in accordance with policy DMHB 11 of the Hillingdon Local Plan Part 2 (2020).

- 11 · The use shall at all times be operated to enable vehicles to turn within the site boundaries so that vehicles may enter and leave the site in forward gear.

REASON

To ensure the development provides safe movement for pedestrian and cyclists and accords with the requirements of Policy T4 of the London Plan (2021).

- 12 · All drivers and vehicles visiting the site shall comply with the Freight Operators Recognition Scheme Gold standard.

REASON

To ensure the development provides safe movement for pedestrian and cyclists and accords with the requirements of Policy T4 of the London Plan (2021).

SCHEDULE OF CONDITIONS

- 13 · There shall be no idling of vehicles on the site once a driver is at their destination within the application site at any time.

REASON:

To ensure the development accords with the requirements of Policies DMEI 14, DMHB 11 of the Hillingdon Local Plan: Part 2 - Development Management Policies (January 2020), Policy EM8 of the Hillingdon Local Plan: Part 1 - Strategic Policies (November 2012) and Policies SI1 and D14 of the London Plan (2021) and LBH Air Quality Local Action Plan 2019-2024.

- 14 · There shall be no use of reversing beacons/audible reversing alarms by drivers and vehicles on the application site at any time.

REASON:

To ensure the development accords with the requirements of Policy DMHB 11 of the Hillingdon Local Plan: Part 2 - Development Management Policies (January 2020), Policy EM8 of the Hillingdon Local Plan: Part 1 - Strategic Policies (November 2012) and Policy D14 of the London Plan (2021).

- 15 · Within 28 days of the receipt of planning permission, the applicant must submit in writing a strategy for wheel washing and dampening down within the application site.

Following notification of approval of the condition by the Local Planning Authority, the Plan shall be implemented on site within 14 days, if not sooner. The approved strategy shall be maintained in full and effective working order and available for use throughout the life of the development.

REASON:

Compliance with London Plan 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).

- 16 · All vehicles carrying aggregates from the application site shall be covered when leaving the site at all times.

REASON:

Compliance with London Plan 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).

SCHEDULE OF CONDITIONS

- 17 . Within 28 days of the receipt of planning permission, the applicant must submit in writing a Site Logistics Plan plan to the Local Planning Authority for its approval. The plan shall detail:
- (i) The hours during which development works will occur
 - (ii) Measures to prevent mud and dirt tracking onto footways and adjoining roads (including wheel washing facilities).
 - (iii) Traffic management and 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).
 - (iv) Measures to reduce the impact of the development on local air quality and dust through minimising emissions throughout the demolition and construction process.
 - (v) The storage of demolition/construction materials on site.

Following notification of approval of the condition by the Local Planning Authority, the Plan shall be implemented on site within 14 days, if not sooner. The approved strategy shall be maintained in full and effective working order and available for use throughout the life of the development.

REASON

To ensure the development provides safe movement for pedestrian and cyclists and accords with the requirements of Policy T4 of the London Plan (2021).

INFORMATIVES:

- 1 . The decision to GRANT planning permission has been taken having regard to all relevant planning legislation, regulations, guidance, circulars and Council policies, including The Human Rights Act (1998) (HRA 1998) which makes it unlawful for the Council to act incompatibly with Convention rights, specifically Article 6 (right to a fair hearing); Article 8 (right to respect for private and family life); Article 1 of the First Protocol (protection of property) and Article 14 (prohibition of discrimination).
- 2 . The decision to GRANT planning permission has been taken having regard to the policies and proposals in the Hillingdon Local Plan Part 1 (2012) and Part 2 (2020) set out below, including Supplementary Planning Guidance, and to all relevant material considerations, including The London Plan - The Spatial Development Strategy for London consolidated with alterations since 2011 (2016) and national guidance.

DMCI 7	Planning Obligations and Community Infrastructure Levy
DME 2	Employment Uses Outside of Designated Sites
DMEI 14	Air Quality
DMEI 8	Waterside Development
DMEI 2	Reducing Carbon Emissions
DMEI 9	Management of Flood Risk
DMHB 11	Design of New Development
DMHB 12	Streets and Public Realm
DMHB 14	Trees and Landscaping
DMT 5	Pedestrians and Cyclists
DMT 6	Vehicle Parking

SCHEDULE OF CONDITIONS

DMT 7	Freight
SA 39	Trout Road, Yiewsley
LPP D1	(2021) London's form, character and capacity for growth
LPP D11	(2021) Safety, security and resilience to emergency
LPP D14	(2021) Noise
LPP D4	(2021) Delivering good design
LPP D5	(2021) Inclusive design
LPP D8	(2021) Public realm
LPP G6	(2021) Biodiversity and access to nature
LPP G7	(2021) Trees and woodlands
LPP SI1	(2021) Improving air quality
LPP SI12	(2021) Flood risk management
LPP SI17	(2021) Protecting and enhancing London's waterways
LPP T2	(2021) Healthy Streets
LPP T3	(2021) Transport capacity, connectivity and safeguarding
LPP T4	(2021) Assessing and mitigating transport impacts
LPP T6	(2021) Car parking
LPP T7	(2021) Deliveries, servicing and construction
NPPF11	NPPF 2021 - Making effective use of land
NPPF15	NPPF 2021 - Conserving and enhancing the natural environment
NPPF2	NPPF 2021 - Achieving sustainable development
NPPF4	NPPF 2021 - Decision-Making

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

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

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

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

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

You are advised to consult the Council's Environmental Protection Unit (www.hillingdon.gov.uk/noise Tel. 01895 250155) or to seek prior approval under

SCHEDULE OF CONDITIONS

Section 61 of the Control of Pollution Act if you anticipate any difficulty in carrying out construction other than within the normal working hours set out in (A) above, and by means that would minimise disturbance to adjoining premises.

- 4 . The Council will recover from the applicant the cost of highway and footway repairs, including damage to grass verges.

Care should be taken during the building works hereby approved to ensure no damage occurs to the verge or footpaths during construction. Vehicles delivering materials to this development shall not override or cause damage to the public footway. Any damage will require to be made good to the satisfaction of the Council and at the applicant's expense.

For further information and advice contact - Highways Maintenance Operations, Central Depot - Block K, Harlington Road Depot, 128 Harlington Road, Hillingdon, Middlesex, UB3 3EU (Tel: 01895 277524).

For Private Roads: Care should be taken during the building works hereby approved to ensure no damage occurs to the verge of footpaths on private roads during construction. Vehicles delivering materials to this development shall not override or cause damage to a private road and where possible alternative routes should be taken to avoid private roads. The applicant may be required to make good any damage caused.

- 5 . In dealing with the application the Council has implemented the requirement in the National Planning Policy Framework to work with the applicant in a positive and proactive way. We have made available detailed advice in the form of our statutory policies from the 'Saved' UDP 2007, Local Plan Part 1, Supplementary Planning Documents, Planning Briefs and other informal written guidance, as well as offering a full pre-application advice service, in order to ensure that the applicant has been given every opportunity to submit an application which is likely to be considered favourably.

END OF SCHEDULE

Address:

Residents Services
London Borough of Hillingdon
3 North Civic Centre, High Street, Uxbridge UB8 1UW
Tel: 01895 250230
www.hillingdon.gov.uk

GRANT OF PLANNING PERMISSION

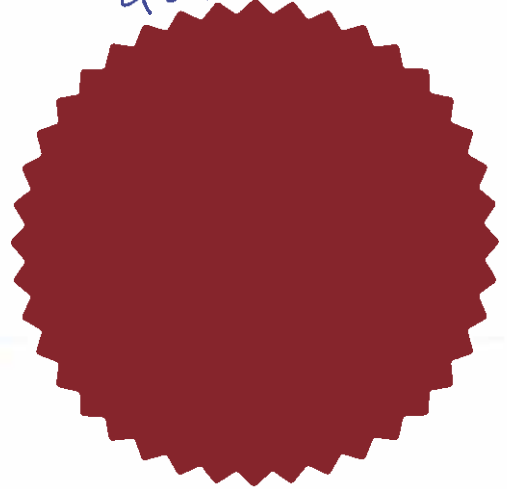
Application Ref.No.: 38058/APP/2022/64

SCHEDULE OF PLANS

Noise technical note 10.01.22 - received 12 Jan 2022
SK02 Swept path analysis - received 22 Mar 2022
Planning, Design and Access Statement Jan 2022 - received 12 Jan 2022
Concrete Silo Brochure - received 12 Jan 2022
Fire Strategy Statement 10.01.22 - received 12 Jan 2022
Palisade Data Sheet - received 12 Jan 2022
Palisade Fencing Specification Plan - received 12 Jan 2022
Textainer Container 20ft- Dry Freight Features Specification - received 12 Jan 2022
Air Quality note 10.01.22 - received 12 Jan 2022
Flood Risk Assessment April 2021 - received 12 Jan 2022
Air quality assessment 15.03.22 - received 22 Mar 2022
Dust emissions statement - received 22 Mar 2022
Transport Assessment Troutbourne May 2022 - received 06 May 2022
Revised Noise impact assessment 09.05.22 - received 09 May 2022
Site Location Plan - received 11 Jan 2022
Proposed Site Plan - received 11 Jan 2022
Portacabin Photo (4) - received 11 Jan 2022
Portacabin Photo (2) - received 11 Jan 2022
Portacabin Photo (3) - received 11 Jan 2022
Portacabin Photo (1) - received 11 Jan 2022

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

427190



MEMBER OF
THE COUNCIL.....

Ph Smallwood

AUTHORISED OFFICER.....

[Signature]

EXECUTED AS A DEED by)
TROUTBOURNE LIMITED)
LIABILITY PARTNERSHIP)
acting by a ~~director~~ in the presence of:)
member

[Signature]

Signature of witness *[Signature]*

Name of witness *THOMAS CHARLES ELIOTT ALDER*

Address of witness *ALLEYN HOUSE, CARLTON URGENT, SOUTHAMPTON SO15 2EU*

Occupation of witness *SOLICITOR*

EXECUTED AS A DEED by)

CAMBRIDGE & COUNTIES
BANK LIMITED acting by a director
in the presence of:

)
)
) 
.....

Signature of witness Wz Davidson.....

Name of witness Wz Davidson.....

Address of witness Charnwood Court, 5B New Walk, Leicester LE1 6TE.....

Occupation of witness Director.....