

DATED

21 May

2021

JAMES RICE

and

THE LONDON BOROUGH OF HILLINGDON

PLANNING OBLIGATION BY AGREEMENT PURSUANT TO SECTION 106
OF THE TOWN AND COUNTRY PLANNING ACT 1990 AS AMENDED, SECTION 16
OF THE GREATER LONDON COUNCIL (GENERAL POWERS) ACT 1974 AS
AMENDED, AND ASSOCIATED POWERS
RELATING TO THE DEVELOPMENT OF LAND AT THE COTTAGE IN THE WALL
DAWLEY ROAD

PLANNING APPLICATION NUMBER: 3886/APP/2020/3751

Planning & Corporate Team
London Borough of Hillingdon
Civic Centre, High Street
Uxbridge, Middlesex
Ref: 3E/04/P&C/KM/18253



THIS PLANNING OBLIGATION BY DEED is dated

21 May 2021

And is made **BETWEEN**:

1. **JAMES RICE** is situated at 27 Argyle Avenue Hounslow TW3 2LE ("the Owner"); and
2. **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 Site and by whom the obligations in this Deed are enforceable.
- B The Owner has the freehold interest in the Site registered under Title No. MX410179 at the Land Registry.
- C Abellio West London Ltd (company number 00689260) intends to develop the Site pursuant to the Planning Permission and has contracted with the Owner to purchase the freehold interest in the Site conditional on the grant of the Planning Permission.
- D On 16th November 2020 the Abellio London Ltd (company number 03786162) 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 On 24th February 2021 the Council resolved at its Major Planning Applications Committee to delegate authority to determine the Planning Application to the Head of Planning subject to the prior completion of this Agreement.
- 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 Authority's Area the Development of the Site ought to only be permitted subject to the terms of this Deed and for that purpose the parties are willing to enter into this Deed.

THIS DEED WITNESSES AS FOLLOWS:-

OPERATIVE PROVISIONS

1. INTERPRETATION

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

"1980 Act"	means the Highways Act 1980 as amended;
"1990 Act"	means the Town and Country Planning Act 1990 as amended;
"Air Quality Contribution"	means the Index Linked financial contribution sum of £19,283 (nineteen thousand two hundred and eighty three pounds) to be paid for Hillingdon to deliver 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 referred to in Schedule 2 ;
"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;

	<ul style="list-style-type: none"> - 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 <p>and "Commence" and "Commencement" shall be construed accordingly;</p>
<p>"Commercial Travel Plan"</p>	<p>means a full Commercial Travel Plan submitted to and approved in writing by the Local Planning Authority. The Commercial Travel Plan will include such as matters as: targets for sustainable travel arrangements; effective measures for the ongoing monitoring of the Commercial Travel Plan; and a commitment to delivering the Commercial Travel Plan objectives. A Commercial Travel Plan Bond is also to be secured in accordance with Schedule 5;</p>

<p>"Commercial Travel Plan Bond"</p>	<p>has the meaning given to it in Schedule 5;</p>
<p>"Contributions"</p>	<p>means the financial contributions for:</p> <ul style="list-style-type: none"> • Air Quality Contribution of £19,283; • Highway Improvement Contribution £120,225; and • Employment Strategy & Construction Training Contribution (if applicable);
<p>"Co-ordinator Costs"</p>	<p>means a sum to be agreed with the Council in the event the Owner implements the Employment Strategy & Construction Training Scheme or in the event that the Employment Strategy & Construction Training Contribution is paid, means the sum calculated using the following formula as prescribed within the Planning Obligations Supplementary Planning Document:</p> <p><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, 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</i></p>

	<i>length of the post would depend on the length of period that placements would be required to the development.;</i>
"Development"	means the development of the Site pursuant to the Planning Permission as summarised in Schedule 1 hereto;
"Employment Strategy & Construction Training Contribution"	<p>means the Index Linked sum calculated in accordance with the "Construction Training Formula" set out on page 41 of the adopted Planning Obligations Supplementary Planning Document (July 2014) and to be provided in accordance with Schedule 6 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;</p> <p>Securing an Employment Strategy & Construction Training Scheme is the Council's priority. A financial contribution will only be accepted in exceptional circumstances;</p>
"Employment Strategy & Construction Training Scheme"	means an employment strategy and construction training scheme to be implemented by the Owner to fund, arrange and/or provide construction training and employment for Hillingdon residents during

	<p>the construction of the Development. This scheme referred to in Schedule 6 shall be delivered in accordance with the construction training formula as set out on page 40 of the Council's adopted Planning Obligations Supplementary Planning Document (July 2014) (in terms of waged construction training places);</p> <p>Details shall be in accordance with the Council Planning Obligations SPD with the preference being for an in-kind scheme to be delivered, in accordance with Schedule 6;</p>
<p>"Form PO1"</p>	<p>means the form in the substantial format attached at Appendix 1;</p>
<p>"Highways Agreement"</p>	<p>means one or more highways agreements to be entered into by the Owner and the Council under section 38 and/or section 278 of the 1980 Act in relation to the Highways Works;</p>
<p>"Highways Improvement Contribution"</p>	<p>means the Index Linked sum financial contribution of £120,225 (one hundred twenty thousand, two hundred twenty five pounds), shall be paid to the Council for the local highway improvements, including footway works on the western side of Dawley Road and the provision of on-street cycle lanes on Botwell Common Road in accordance with Schedule 3;</p>

<p>"Highway Works"</p>	<p>means the highway works including the public realm improvements outlined in Schedule 4;</p>
<p>"Index Linked"</p>	<p>means the application of the formula provided at Clause 16 of this Agreement;</p>
<p>"Occupation"</p>	<p>means the date on which any part of the Site is physically occupied for any purpose permitted by the Planning Permission but does not include occupation by personnel engaged in construction, fitting out or decoration, or occupation for marketing or display, or operations in relation to security operations, and the phrases "Occupy" and "Occupied" will be construed accordingly;</p>
<p>"Plan"</p>	<p>means the plan attached to this Deed at Appendix 2 hereto;</p>
<p>"Planning Application"</p>	<p>means the application for planning permission for the demolition of existing buildings and use of the Site as bus depot with new office/welfare building, bus wash and fuelling facilities with access from Dawley Road - 3886/APP/2020/3751;</p>
<p>"Planning Permission"</p>	<p>means the planning permission that may be granted for the Development in pursuance of the Planning Application substantially in the form of the draft permission at Appendix 3 hereto;</p>

"Planning Reference"	means planning reference 3886/APP/2020/3751;
"Project Management and Monitoring Fee"	means the sum equivalent to five (5) percent of the total Contributions to be used by the Council at its discretion for its costs incurred in administering, monitoring, reviewing and implementing this Deed in accordance with Schedule 7;
"Significant Under-Performance"	means delivery of less than 50 per cent of the total outputs specified in the Employment Strategy & Construction Training Scheme;
"Site"	means the property known as The Cottage In The Wall Dawley Road to the extent registered with Title No. MX410179 and shown for identification purposes only edged red on the Plan;
"Specified Date"	means the date upon which an obligation arising under this Deed is due to be performed;
"Training Costs"	means the sum calculated using the following formula as prescribed within the Planning Obligations Supplementary Planning Document: <i>"£2,500 (two thousand five hundred pounds) for every £1,000,000 (one million pounds) worth of construction costs for the</i>

	<i>Development. Based on the average cost of training for one person on an NVQ construction course at college";</i>
"VAT"	means value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.

1.2 In this Deed

- 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 Deed are inserted for convenience only and shall not affect the construction or interpretation of this Deed;
- 1.2.6 unless otherwise indicated, references to clauses and Schedules are to clauses of and Schedules to this Deed 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 Deed 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 Deed 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 Deed 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 Deed, 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 Deed is to be unaffected.

2. LEGAL BASIS

- 2.1 This Deed 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 Deed 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 Deed 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 1 of the Localism Act 2011 and all other enabling powers with the intent that it will bind the Owner and their successors in title to the Site.

3. **CONDITIONALITY**

- 3.1 With the exception of clauses 1, 2, 3, 4, 6.1, 7, 9, 10, 11, 12, 13, 14, 18 and 19, which shall take effect immediately this Deed is conditional on the grant and issue of the Planning Permission.

4. **MISCELLANEOUS**

- 4.1 Nothing contained or implied in this Deed 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 Deed.
- 4.2 Nothing in this Deed 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 Deed 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 Deed shall be construed as a grant of planning permission.
- 4.5 Unless expressly agreed otherwise in this Deed, the covenants in this Deed 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 Deed 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 Deed 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 Deed 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 Deed 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 Deed.
- 4.9 In the event that the planning obligations contained in this Deed being modified a note or memorandum thereof shall be endorsed upon this Deed.
- 4.10 The Deed cannot be amended or discharged without the prior consent in writing of the Owner and the Council or their respective successors in title.
- 4.11 Any mortgagee of the Site shall not be personally liable for any breach of the obligations in this Deed unless committed or continuing at a time when the mortgagee is in possession of the Site.

5. CONTRIBUTIONS

Payment of the Contributions required by this Deed shall be made on the following basis:

- (a) The Contributions due under this Deed shall be delivered to the person and address specified in clause 14;
- (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.

5.1 Where any sum is paid for a particular purpose in accordance with this Deed 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.

5.2 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).

6. THE OWNER'S PLANNING OBLIGATIONS

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

7. COSTS

7.1 The Owner hereby covenants with the Council that on completion of this Deed 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 Deed.

7.2 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 7.1 above.

8. REGISTRATION OF AGREEMENT

8.1 This Deed shall be registered as a Local Land Charge by the Council.

9. RIGHT OF ACCESS

9.1 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 Deed has been performed or observed.

10. **OWNERSHIP**

- 10.1 The Owner warrants that no person other than the Owner has any legal or equitable interest in the Site.

11. **CHANGE IN OWNERSHIP**

- 11.1 The Owner agrees with the Council to give the Council written notice within 10 working days of any change in ownership of any of its interests in the Site occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan.

12. **ARBITRATION**

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

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

12.1.2 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;

12.1.3 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

12.1.4 the seat of the arbitration shall be London.

13. **THIRD PARTIES**

- 13.1 No provision in this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

14. **NOTICES**

14.1 All notices served under or in connection with this Deed 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.

14.2 Any notice to be served under or in connection with this Deed shall be sent to the:

14.2.1 the Principal Planning Obligations Officer, Planning Services at London Borough of Hillingdon, Civic Centre, High Street, Uxbridge, Middlesex, UB8 1UW and shall cite the Planning Reference, in addition to e-mailing at cil@hillington.gov.uk;

14.2.1 the Owner at 27 Argyle Avenue Hounslow TW3 2LE.

15. **FORM PO1**

15.1 Prior to Commencement of Development the Owner shall notify the Council that they intend to Commence the Development by completing and sending Form PO1 to the Council in accordance with clause 14 above.

16. **INDEXATION**

16.1 The Owner agrees with the Council that any sums payable by the Owner under this Deed 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 Deed;

(c) C is the Index of Retail Prices (All Items) for the month 2 months before the Specified Date

(d) D is the Index of Retail Prices (All Items) for the month 2 months before the date of this Deed and

(e) C/D is equal to or greater than 1.

16.2 Where reference is made to an index and that index ceases to exist or is replaced or rebased then it shall include reference to any index which replaces it or any rebased index (applied in a fair and reasonable manner to the periods before and after rebasing under this deed) or

in the event the index is not replaced, to an alternative reasonably comparable basis or index as the Council shall advise the Owner in writing.

17. INTEREST

17.1 All costs, payments and expenses payable to the Council under this Deed shall bear interest at the rate of 4% above the base rate of HSBC Bank PLC from time to time being charged from the date such payment is due until the payment is received by the Council.

18. VAT

18.1 All consideration given in accordance with the terms of this Deed shall be exclusive of any VAT properly payable.

18.2 The Owner hereby acknowledges and agrees that if at any time VAT is required to be paid in respect of the Site 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.

19. JURISDICTION

19.1 This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed 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

DEVELOPMENT

Demolition of existing buildings and use of the Site as bus depot with new office/welfare building, bus wash and fuelling facilities with access from Dawley Road – Council's Planning Reference - 3886/APP/2020/3751

SCHEDULE 2

AIR QUALITY CONTRIBUTION

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

1. Prior to Commencement of the Development to pay to the Council the Air Quality Contribution; and
2. Not to Commence or cause or allow or permit Commencement of Development of any part of the Development before the Air Quality Contribution is paid to the Council.

SCHEDULE 3

HIGHWAYS IMPROVEMENT CONTRIBUTION

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

1. Prior to Commencement of the Development to pay to the Council the Highways Improvement Contribution; and
2. Not to Occupy or cause or allow or permit Occupation of the Development before the Highways Improvement Contribution has been paid.

SCHEDULE 4

HIGHWAY WORKS

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

1. Prior to the first occupation of the site, the applicant shall successfully enter into one or more Highways Agreements for the Highway Works before the Highway Works are commenced, or procure that the Owner's successor in title to the Site shall enter into one or more Highways Agreements for the Highway Works before the Highway Works are commenced with the Council under Highways Act 1980.
2. Not to Occupy or permit or cause to be Occupied any part of the Development until the Highway Works have been completed to the satisfaction of the Council.
3. 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 referred to in paragraph 6 below) shall be first agreed in writing by the Council's Highways Engineer.
4. To be responsible for the full costs of the Highways Works including any traffic orders the Council seeks to make which are necessary to implement the Highways Works, whether or not such orders are successfully made.
5. The Owner shall pay the Council's reasonable and proper legal costs in entering into any Highways Agreements.
6. The Highway Works shall include (but may not be limited to):
 - 6.1 The creation of a bellmouth access from the carriageway edge of Dawley Road to the boundary of the Development, comprising carriageway construction, kerbs, tactile paving and road markings to facilitate safe vehicular access.

SCHEDULE 5

COMMERCIAL TRAVEL PLAN

In this Schedule 5 the following definitions shall apply:

"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 Monitoring;
"Car"	means a four wheeled motor vehicle other than one powered by electricity;
"Commercial Travel Plan Bond"	means the bond in the sum of Twenty Thousand pounds (£20,000) to secure compliance with this Schedule or the Commercial Travel Plan in order to meet the objectives of the Commercial Travel Plan in a form first approved by the Council in writing;
"Commercial Travel Plan Co-ordinator"	means the person or persons to be appointed by the Owner to act as co-ordinator of the Commercial Travel Plan who shall be responsible for the implementation, monitoring and progress reporting of the Commercial Travel Plan for a period of not less than the Monitoring Period in order to achieve the objectives of the Commercial Travel Plan;
"Employees/Users"	means a person making the journey to/from the Development;

"Monitoring"	means a survey of Employees/Users of 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 Employees/Users when travelling between home and the Development on a particular day (or any alternative method of achieving that object approved in writing by the Council from time to time);
"Monitoring Period"	means the period of up to a maximum of five (5) years beginning on Occupation of the Development;
"Targets"	means for targets for achieving a decrease in the proportion of persons travelling to and from the Development by 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 Commercial Travel Plan which shall be submitted to and approved by the Council for the Development.

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

1. Not to Occupy the Development until the Commercial Travel Plan has been submitted to and approved in writing by the Council (such approval not to be unreasonably withheld or delayed).
2. The Commercial Travel Plan shall include as a minimum:
 - 2.1 Company name, hours of operation and proposed number of staff

- 2.2 Details as to compliance with TfL methodology and details of the methodology to be used to implement and monitor the Commercial Travel Plan;
 - 2.3 The length of the monitoring period for the Commercial Travel Plan which shall not be less than the Monitoring Period;
 - 2.4 A timetable for the preparation, implementation, monitoring and review (within the Monitoring Period) of all stages of the Commercial Travel Plan;
 - 2.5 The period post Occupation when the initial Monitoring survey will be undertaken and details of subsequent Monitoring surveys for the purposes of assessment achievement of Targets;
 - 2.6 The Targets.
3. The Commercial 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 Development.
4. To procure the funding and implementation of the Commercial Travel Plan in accordance with the actions and timetable specified therein and thereafter to comply with the Commercial Travel Plan for the Monitoring Period.
5. The Owner shall not Occupy any part of the Development until a Commercial Travel Plan Co-ordinator has been appointed and details of the name, office, address, email address and telephone number of the said Commercial 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 costs of any Monitoring survey and auditing and any remuneration and expenses payable to the Commercial Travel Plan Co-ordinator and the Auditor.
7. In the event that the Commercial 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 Commercial Travel Plan Co-ordinator as soon as reasonably practicable.

8. Following approval of the Commercial Travel Plan for the Development the Commercial Travel Plan Co-ordinator shall monitor and review the Commercial 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 Development to provide written details of the Commercial Travel Plan to all new occupiers of the Development;
 - 8.2 to use reasonable endeavours to ensure that Employees/Users of the Development comply with the Commercial Travel Plan;
 - 8.3 to undertake the initial Monitoring survey which shall not be carried out later than one (1) year after Occupation, and to undertake an annual review of the Commercial 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 Employees/Users disclosed by any monitoring surveys or copies of any questionnaires completed by Employees/Users;
 - 8.5 to secure that the results of each Monitoring survey are verified by an Auditor within two (2) calendar months of the Monitoring surveys 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 Commercial Travel Plan within twenty eight (28) days of such recommendation being made by the Council.
10. Prior to Occupation of the Development the Owner shall enter into a Commercial Travel Plan Bond in order to secure the due performance by the Owner of its Monitoring survey and reporting obligations, or the achievement of Targets as contained in the Commercial Travel Plan.
11. The Council shall not be entitled to drawdown any of the Commercial 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 Commercial Travel Plan, within the timetable specified in the Commercial Travel Plan or failure to achieve Targets and the Council shall only be entitled

to drawdown any of the Commercial Travel Plan Bond as is necessary in order to cover the cost the Council incurs in carrying out the said Monitoring surveys or implementing measures to achieve compliance with the aims of the Commercial Travel Plan, to include implementing measures to achieve Targets.

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

SCHEDULE 6

EMPLOYMENT STRATEGY AND CONSTRUCTION TRAINING SCHEDULE

The Owner hereby covenants with the Council as follows:

Employment Strategy & Construction Training Scheme: In-kind Provision

1. 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 Employment Strategy & Construction Training Scheme for this Development.
2. The Owner shall implement and adhere to the agreed Employment Strategy & Construction Training Scheme during the construction of the Development in order that obligations in this Schedule are met.
3. 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.
4. Prior to Commencement of the Development the Owner and the Council shall agree the Co-ordinator Costs (if any).

5. Prior to Commencement of the Development the Owner shall pay the agreed Co-ordinator Costs to the Council (if any).
6. Not to Commence or cause or permit to be Commenced any part of the Development until the obligations contained in paragraphs 1 - 5 of this Schedule have been complied with.
7. In the event of Significant Under-Performance the Council reserves the right to request the Employment Strategy & Construction Training Contribution. The Owner will have a period of not less than twenty eight (28) days 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 twenty eight (28) days delivery rises to fifty (50) per cent or more of the total outputs specified in the Employment Strategy & Construction Training Scheme then the Employment Strategy & Construction Training Contribution will not be payable by the Owner and the request for payment will be withdrawn by the Council.
8. In the event of Significant Under-Performance, not to Occupy or cause to be Occupied any part of the Development before the Employment Strategy & Construction Training Contribution is paid to the Council.

Employment Strategy & Construction Training Contribution in lieu

9. The Employment Strategy & Construction Training Scheme will not be required and the obligations within paragraphs 1 – 8 (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 Employment Strategy & Construction Training Contribution in lieu of provision of the Employment Strategy & Construction Training Scheme. In the event that the parties agree that the Employment Strategy & Construction Training Contribution is due this shall be paid to the Council prior to Commencement of the Development.
10. Not to Occupy or cause to be Occupied any part of the Development before either:

- 10.1 the approved Employment Strategy & Construction Training Scheme has been implemented and delivered by the Owner throughout the construction period of the Development in accordance with that approved scheme and the Co-ordinator Costs have been paid to the Council (if any); or
- 10.2 in the event of Significant Under-Performance the Employment Strategy & Construction Training Contribution has been paid to the Council; or
- 10.3 the Employment Strategy & Construction Training Contribution has been paid to the Council pursuant to paragraph 9 above.

SCHEDULE 7

PROJECT MANAGEMENT AND MONITORING FEE

The Owner hereby covenants with the Council as follows:

1. Prior to Commencement of Development to pay to the Council the Project Management and Monitoring Fee; and
2. Not to commence or cause or allow or permit the Commencement of Development before the Project Management and Monitoring Fee is paid.

APPENDIX 1
FORM PO1

FORM PO1

TO: PRINCIPAL PLANNING OBLIGATIONS OFFICER
RESIDENTS SERVICES
LONDON BOROUGH OF HILLINGDON
3N CIVIC CENTRE
HIGH STREET UXBRIDGE
MIDDLESEX UB8 1UW
cil@hillingdon.gov.uk

SECTION 106/278 LEGAL AGREEMENT
SITE ADDRESS: _____
PLANNING REFERENCE: _____
DESCRIPTION OF DEVELOPMENT: _____
DATE OF COMMITTEE AUTHORISATION: _____

SECTION 106 OBLIGATIONS: _____

DATE OF IMPLEMENTATION OF DEVELOPMENT: _____

SECTION 106/278 OBLIGATION:

(i) NOTIFIED TO THE COUNCIL: _____

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

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

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

FOR COUNCIL USE

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

COST CODE: _____

PLANNING COSTS:

LEGAL COSTS: _____

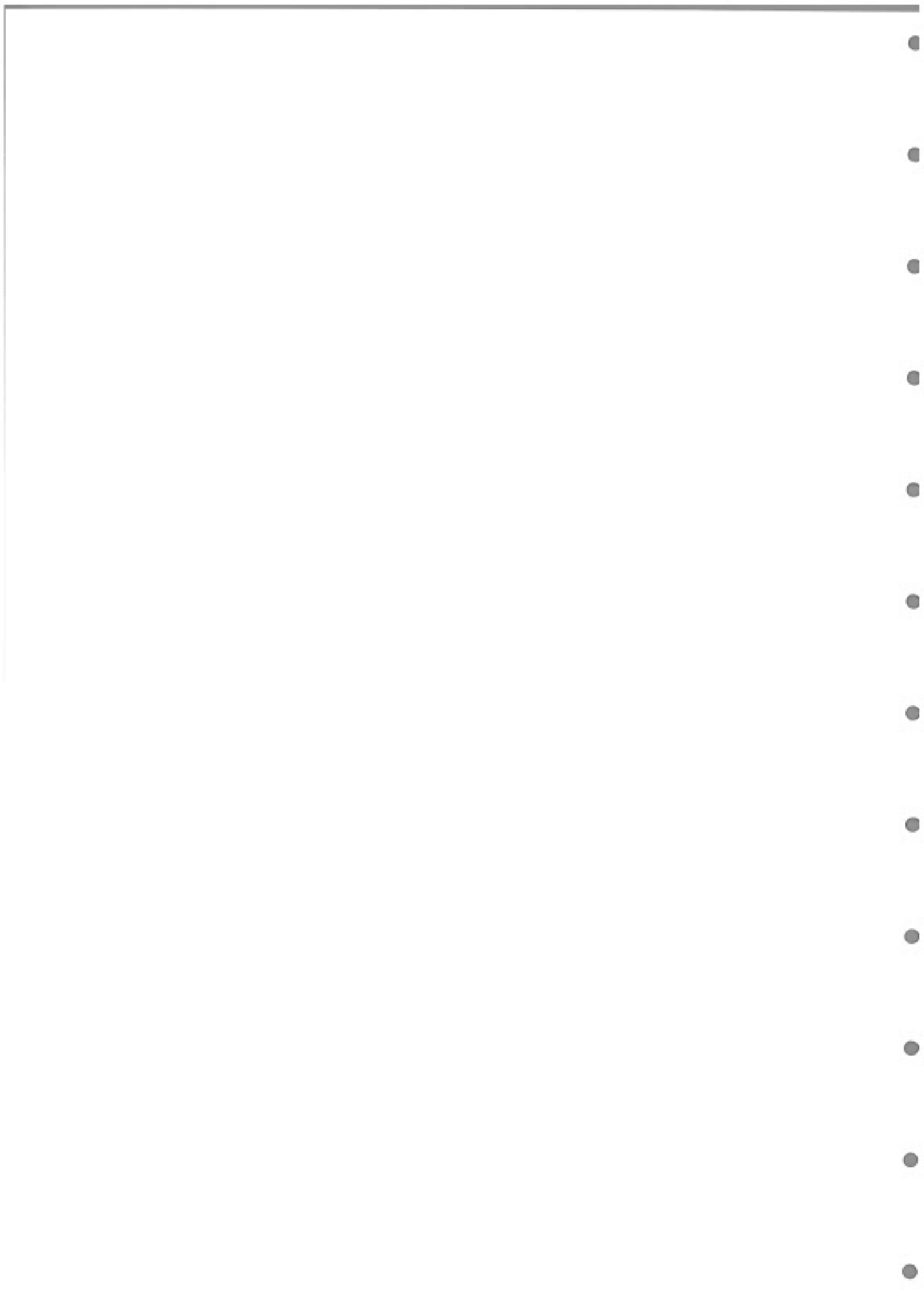
OTHER COSTS (IDENTIFY): _____

MAINTENANCE COSTS (COMMUTED SUM)

INTEREST BEARING ACCOUNT FOR BENEFIT OF OBLIGATIONS YES/NO

APPENDIX 2

PLAN





Note:
 All existing information is taken from agent information - Red Line boundary & Entrance configuration is to be confirmed.

All schemes are subject to full measured, structural and Services Surveys.

All proposals are subject to statutory approvals. Locations of any Footpaths, bus routes and vehicle parking are shown for context only at this stage.

All parking is marked out with a 3.0m long vehicle

All areas of existing buildings taken from OS Data only

Revision	Description	Date
Client		

abellio

Project
 Proposed Depot for Abellio London
 Dawley Road Hayes -
 Hayes
 UB3 1EF

Drawing Title
 Existing Site Plan

JANUS ARCHITECTURE

Gateway Studio, 63 Bradford Road, Isle, Bradford, BD10 9JL
 Tel: 01274 424554 Fax: 01274 424555
 E-mail: info@janusarchitecture.co.uk
 Website: www.janusarchitecture.co.uk

ARCHITECTURAL DESIGN PROJECT MANAGEMENT
 PRINCIPAL DESIGNER BIM / 3D RENDERING

Drawing Status **PLANNING**

Scales 1:200, 1:1250 Size A1 Date SEPT 20

Drawing Number 1051 - 050 Revision

Existing Site Plan
 Scale 1:200

02 - Early Road Planning



APPENDIX 3

DRAFT PLANNING PERMISSION

DRAFT

Mr Chris Wilmshurst
Vail Williams L L P
One Crown Square
Church Street East
Woking GU21 6HR

Application Ref: 3886/APP/2020/3751

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:

Demolition of existing buildings and use of site as bus depot with new office/welfare building, bus wash and fueling facilities with access from Dawley Road.

Location of development: The Cottage In The Wall Dawley Road Hayes

Date of application: 16 November 2020

Plan Numbers: See attached Schedule of plans

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

Draft Decision Notice produced: 4 March 2021

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: 3886/APP/2020/3751

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:

1051-050;
1051-051 Rev. K;
1051-053 Rev. E;
1051-054 Rev. E;
1051-055 Rev. F;
1051-058 Rev. B;
1051-059 Rev. C;
1051-060 Rev. A;
1051-065 Rev. E;
1051-066 Rev. C;
20-15481-1B;
90001 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 Hillingdon Local Plan Parts 1 (November 2012) and 2 (January 2020) and the London Plan (2016).

SCHEDULE OF CONDITIONS

- 3 · The development hereby permitted shall not be carried out except in complete accordance with the specified supporting plans and/or documents:

Supporting Planning Statement (Dated November 2020);
Alternative Site Options for Abellio London (Dated October 2020);
Design, Access and Heritage Statement Rev. B (Dated January 2021);
76646 Rev. 04 Transport Assessment (Dated 28th January 2021);
Noise Impact Assessment (Dated November 2020);
Proposed Noise Mitigation Plan (Dated January 2021);
DS29092001.03-B Arboricultural Impact Plan and Tree Protection Plan;
Sustainable Drainage Proforma;
76625-CUR-00-XX-RP-C-00002 V01 Drainage Strategy Report (Dated 30th October 2020);
076625-CUR-00-XX-RP-C-00001 V02 Flood Risk Assessment (Dated 27th October 2020);
076625-CUR-00-XX-RP-GE-001 Phase 1 Preliminary Site Assessment (Dated 11th August 2020);
Preliminary Ecological Appraisal V 2.0;
Tree Survey Report (Dated 13th October 2020);
DS29092001.03-B Arboricultural Impact Plan and Tree Protection Plan; and
ENE-0972_Rev4 Air Quality Assessment (Dated 9th December 2020).

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

REASON

To ensure that the development complies with the objectives of the Hillingdon Local Plan: Part 1 - Strategic Policies (November 2012) and the Hillingdon Local Plan: Part 2 - Development Management Policies (January 2020)

- 4 · At no time shall there be more than 56 no. buses within the development area. The associated staff car parking arrangement shall be retained/maintained for as long as the development remains in existence.

REASON

To ensure that the development does not give rise to conditions prejudicial to the free flow of traffic along Dawley Road, detrimental to highway and pedestrian safety, in accordance with Policies DMT 1 and DMT 2 of the Hillingdon Local Plan: Part 2 - Development Management Policies (January 2020), Policy 6.3 of the London Plan (March 2016) and Policy T4 of the Publication London Plan (December 2020).

SCHEDULE OF CONDITIONS

- 5 · The development hereby approved shall be phased in accordance with plan reference '1051-058 Rev. B Site Phasing Plan' such that The Bungalow/Building B7 (Phase 2) shall not be demolished until such time as a single bat emergence survey has taken place to establish whether bats are present.

REASON

To ensure that the development works do not prejudice or compromise the ecological and conservation values found within the site in accordance with Policy DMEI 7 of the Hillingdon Local Plan: Part 2 - Development Management Policies (January 2020), Policy EM7 of the Hillingdon Local Plan: Part 1 - Strategic Policies (November 2012), Policy 7.19 of the London Plan (March 2016) and Policy G6 of the Publication London Plan (December 2020).

- 6 · Prior to the construction of the new building above ground level, a sample and product and manufacturer details of the external brickwork and timber claddings shall be submitted to and approved in writing by the Local Planning Authority. The samples shall be made available on site for inspection. Works shall be carried out in accordance to the approved details.

REASON

To safeguard the character and appearance of the surrounding environment and setting of the Locally Listed Building in accordance with Policies HE1 and BE1 of the Hillingdon Local Plan: Part 1 - Strategic Policies (November 2012) and Policies DMHB 1, DMHB 3 and DMHB 11 of the Hillingdon Local Plan: Part 2 - Development Management Policies (January 2020).

- 7 · Prior to the commencement of above ground works, the details of screening to the proposed bin storage hereby approved shall be submitted to and approved in writing by the Local Planning Authority.

Thereafter the development shall be carried out and maintained in full accordance with the approved details.

REASON

To ensure that the development presents a satisfactory appearance and does not injure the visual amenities of the Green Belt setting, in accordance with Policies DMHB 11 and DMEI 4 of the Hillingdon Local Plan: Part 2 - Development Management Policies (January 2020).

SCHEDULE OF CONDITIONS

- 8 - Prior to commencement of above ground works, a landscape scheme shall be 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 and species.
 2. Details of Hard Landscaping
 - 2.a Refuse Storage
 - 2.b Cycle Storage, demonstrating:
 - capacity for 40 no. bicycles; and
 - space for 2 no. accessible bicycle parking spaces as per TfL requirements.
 - 2.c Means of enclosure/boundary treatments
 - 2.d Car Parking Layouts, demonstrating provision of:
 - 12 no. permanent staff car parking spaces (including 1 no. accessible car parking spaces);
 - 33 no. temporary staff car parking spaces;
 - 2 no. car parking spaces served by active 'fast-charging' electrical vehicle charging points;
 - 10 no. car parking spaces served by passive electrical vehicle charging infrastructure.
 - 2.e Hard Surfacing Materials
 3. Details of Landscape Maintenance
 - 3.a Landscape Maintenance Schedule for a minimum period of 5 years.
 - 3.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.
 4. Schedule for Implementation

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 14, DMEI 1 and DMT 6 of the Hillingdon Local Plan: Part 2 - Development Management Policies (January 2020) and Policies 5.11 and 5.17 of the London Plan (March 2016).

SCHEDULE OF CONDITIONS

- 9 . Prior to installation, details of the green roof hereby approved shall be submitted to and approved in writing by the Local Planning Authority. The details submitted shall include:
- i) Method of construction;
 - ii) Schedule of framework materials;
 - iii) Schedule of the species to be planted, method of planting, height and spread at planting and growth projections;
 - iv) An ongoing management and maintenance regime to include irrigation methods and an inspection programme to allow dead or dying plants to be identified and replaced.

The green roof shall thereafter be constructed and retained in accordance with the details submitted in perpetuity and shall not be removed or altered without the prior written consent of the Local Planning Authority.

REASON

To enhance the visual amenity and ecological values of the site, in accordance with Policies DMHB 11, DMHB 14, DMEI 1 and DMEI 7 of the of the Hillingdon Local Plan: Part 2 - Development Management Policies (January 2020).

- 10 . Prior to the commencement of any superstructure works, full details of the ecological enhancement scheme identified in the Preliminary Ecological Appraisal V 2.0 shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall be made up of a plan (or plans) of the development annotated with ecological enhancement measures to be included within the fabric of the buildings and the landscaping and accompanied by a report detailing the justification for such measures and how they will be maintained in perpetuity. The development must proceed in accordance with the approved plans and be retained as such.

REASON

To ensure the development contributes to a net gain in biodiversity in accordance with Policy DMEI 7 of the Hillingdon Local Plan: Part 2 - Development Management Policies (January 2020), Policy EM7 of the Hillingdon Local Plan: Part 1 - Strategic Policies (November 2012), Policy 7.19 of the London Plan (March 2016) and Policy G6 of the Publication London Plan (December 2020).

- 11 . The lighting scheme hereby approved on plan reference '20-15481-1B' shall use warm white LEDs 1000-3000k with rear shields on the north and west boundaries.

REASON

To minimise any impact on wildlife, notably nocturnal insects, birds and bats, in accordance with Policy DMEI 7 of the Hillingdon Local Plan: Part 2 - Development Management Policies (January 2020), Policy EM7 of the Hillingdon Local Plan: Part 1 - Strategic Policies (November 2012), Policy 7.19 of the London Plan (March 2016) and Policy G6 of the Publication London Plan (December 2020).

SCHEDULE OF CONDITIONS

12. Prior to commencement (excluding demolition and site clearance), a scheme for the provision of sustainable water management shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall clearly demonstrate how it manages water and demonstrate ways of controlling the surface water on site by providing information on:

a) Sustainable Drainage features:

i. Surface water discharge - the submitted drainage strategy must identify the proposed method and location of discharging collected surface water from the site in accordance with the hierarchy set out in Policy 5.13 of the London Plan. Where the proposal does not utilise the most sustainable solution, justification must be provided. Any proposal that includes a connection to a private sewer network should provide details of the condition and ownership of the entire drainage route to a public sewer or ordinary watercourse.

ii. SuDS - the submitted drainage strategy should incorporate Sustainable Drainage System (SuDS) elements that are embedded, where practicable, within the landscaping plan for the development. Preference should be given to above-ground SuDS elements that control water at source and provide wider biodiversity, water quality and amenity benefits.

iii. Runoff rates - surface water discharge from the site must be less than existing runoff rates at a variety of return periods including 1 in 1 year, 1 in 30, 1 in 100, and 1 in 100 plus 40% climate change, and it must be demonstrated that there is sufficient capacity in the receiving ordinary watercourse (including culverted sections) to accept the proposed peak surface water runoff rate without increasing the risk of flooding. Surface water discharge from the site into Frogs Ditch or Thames Water sewer must be no greater than greenfield runoff rates and the scheme must identify any requirements for offsite storage.

iv. Drainage calculations - include calculations to demonstrate that the volume of storage and size of drainage features provided is adequate to control surface water for a range of storm duration and rainfall intensities for events up to and including the critical 1 in 100 plus 40% climate change rainfall event.

v. Exceedance routes - provide a plan showing the route surface water will take through the development for rainfall events exceeding the 1 in 100 year event. Where it is intended to store water on the ground surface, the maximum extent of overland flooding should be mapped and include details on flow paths, depths and velocities. Safe access and egress for the site must be demonstrated.

b) Long-term management and maintenance of the drainage system.

i. Provide a Management and Maintenance Plan for the drainage system that includes clear plans showing all of the drainage network above and below ground, and identifies the responsibility of different parties for each component of the drainage network.

ii. Include details of the necessary inspection regimes and maintenance frequencies.

iii. Where managed flooding of the ground surface is proposed, the plan should include the appropriate actions for those areas and document the actions required to ensure the safety of the users of the site during a rainfall event.

SCHEDULE OF CONDITIONS

12 - c) Minimise water use.

i. incorporate water saving measures and equipment.

ii. provide details to demonstrate how provide details of how rain and/or grey water will be recycled and reused in the development or where this is not achievable, demonstrate suitable justification as to why no part of the development can include rain and/or grey water recycling and reuse.

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

REASON

To ensure compliance with:

- Policies DMEI 1, DMEI 9 and DMEI 10 of the Hillingdon Local Plan: Part 2 - Development Management Policies (January 2020);
- Policy EM6 of the Hillingdon Local Plan: Part 1 - Strategic Policies (November 2012);
- Policies 5.12, 5.13 and 5.15 of the London Plan (March 2016);
- Policies SI 12 and SI 13 of the Publication London Plan (December 2020); and
- National Planning Policy Framework (February 2019).

SCHEDULE OF CONDITIONS

- 13 . Prior to commencement of development, a full and detailed Construction Management Plan shall be submitted to and approved in writing by the Local Planning Authority. This shall cover the entirety of the application site and any adjoining land which will be used during the construction period. The plan shall detail:
- (i) The phasing of development works.
 - (ii) The hours during which development works will occur (please refer to informative I15 for maximum permitted working hours, the start time should not be before 08.00 hours).
 - (iii) A programme to demonstrate that the most valuable or potentially contaminating materials and fittings can be removed safely and intact for later re-use or processing.
 - (iv) Measures to prevent mud and dirt tracking onto footways and adjoining roads (including wheel washing facilities).
 - (v) 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).
 - (vi) Measures to reduce the impact of the development on local air quality and dust through minimising emissions throughout the demolition and construction process.
 - (vii) The storage of demolition/construction materials on site.

The development shall be carried out strictly in accordance with the details approved or in accordance with any variation to that strategy approved in writing by the Local Planning Authority.

REASON

- To safeguard the amenity of surrounding areas in accordance with Policies DMT 1 and DMT 2 of the Hillingdon Local Plan: Part 2 - Development Management Policies (January 2020).
- To ensure that the development reduces and manages its air quality impacts in an Air Quality Management Area, in accordance with the National Planning Policy Framework (February 2019), Policy 7.14 of the London Plan (March 2016), Policy SI 1 of the Publication London Plan (December 2020), Policy EM8 of the Hillingdon Local Plan: Part 1 - Strategic Policies (November 2018) and Policy DME1 14 of the Hillingdon Local Plan: Part 2 - Development Management Policies (January 2020).

SCHEDULE OF CONDITIONS

- 14 . Prior to commencement of development, a full and detailed Construction Logistics Plan shall be submitted to and approved in writing by the Local Planning Authority.

This should be in accordance with Transport for London's Construction Logistic Planning Guidance and detail the management of construction traffic, including vehicle types, frequency of visits, expected daily time frames, use of an onsite banksman, on-site loading/unloading arrangements and parking of site operative vehicles.

The construction works shall be carried out in strict accordance with the approved plan.

REASON

To ensure that the construction works include appropriate efficiency and sustainability measures so as not to compromise the safe and efficient operation of the local highway network and minimizes emissions, in accordance with Policies DMT 1 and DMT 2 of the Hillingdon Local Plan: Part 2 - Development Management Policies (January 2020), Policy 7.14 of the London Plan (March 2016), Policy SI 1 of the Publication London Plan (December 2020), Policy EM8 of the Hillingdon Local Plan: Part 1 - Strategic Policies (November 2018) and Policy DME1 14 of the Hillingdon Local Plan: Part 2 - Development Management Policies (January 2020).

- 15 . Prior to occupation of the development, a Service and Delivery Plan shall be submitted to and approved in writing by the Local Planning Authority. Thereafter, servicing and deliveries shall be carried out as agreed within this approved plan.

REASON

To ensure appropriate servicing of the site, to safeguard highway safety, and to safeguard the free flow of traffic, in accordance with Policies DMT 1 and DMT 2 of the Hillingdon Local Plan: Part 2 Development Management Policies (January 2020).

- 16 . Prior to occupation of the development, a plan marking out a pedestrian walkway from the footway along Dawley Road to the new building hereby approved shall be submitted to and approved in writing by the Local Planning Authority.

Thereafter the development shall be carried out and maintained in full accordance with the approved details.

REASON

To maximise safe, convenient and inclusive accessibility to, and from within developments for pedestrians, cyclists and public transport users, in accordance with Policy DMT 1 of the Hillingdon Local Plan: Part 2 - Development Management Policies (January 2020).

SCHEDULE OF CONDITIONS

- 17 - Other than in respect of emergency bus movements or those required to maintain service delivery during times of breakdown or disruption, no more than 11 buses shall leave the site between 07:00 and 09:00 and shall accord with the details contained on drawing references '1051 - 054 Rev. E' and '1051 - 055 Rev. F' hereby approved.

REASON

To minimise conflict with southbound traffic using Dawley Road, in accordance with Policies DMT 1 and DMT 2 of the Hillingdon Local Plan: Part 2 - Development Management Policies (January 2020).

DRAFT

SCHEDULE OF CONDITIONS

- 18 (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 the 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 all of the following measures unless the LPA dispenses with any such requirement specifically and in writing:
- a) A site investigation, including soil, soil gas, surface and groundwater sampling, together with the results of analysis and risk assessment shall be carried out by a suitably qualified and accredited consultant/contractor. The report should also clearly identify all risks, limitations and recommendations for remedial measures to make the site suitable for the proposed use; and
- (c) A written method statement providing details of the remediation scheme and how the completion of the remedial works for each phase will be verified shall be agreed in writing with the LPA prior to commencement of each phase, 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 for each phase 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 DME1 12 of the Hillingdon Local Plan: Part 2 - Development Management Policies (January 2020), Policy 5.21 of the London Plan (March 2016) and the National Planning Policy Framework (February 2019).

SCHEDULE OF CONDITIONS

- 19 · The development hereby permitted shall not be carried out except in complete accordance with approved document references 'Noise Impact Assessment (Dated November 2020)' and 'Proposed Noise Mitigation Plan (Dated January 2021)'. The development shall be audited annually and the results of such audits shall be made available to the Council on request. Thereafter, the development and associated noise mitigation measures, including the acoustic fencing hereby approved, shall be retained/maintained in accordance with these details for as long as the development remains in existence.

REASON

To safeguard the amenity of the surrounding area in accordance 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), Policy 7.15 of the London Plan (March 2016) and Policy D14 of the Publication London Plan (December 2020).

- 20 · Prior to commencement of development, details as to how the retained sections of the Locally Listed walls will be adequately protected and supported during demolition works shall be submitted to and approved in writing by the Local Planning Authority. Works shall be carried out in accordance to the approved details.

REASON

To safeguard the character and appearance of the surrounding environment and setting of the Locally Listed Building in accordance with Policies HE1 and BE1 of the Hillingdon Local Plan: Part 1 - Strategic Policies (November 2012) and Policies DMHB 1, DMHB 3 and DMHB 11 of the Hillingdon Local Plan: Part 2 - Development Management Policies (January 2020).

- 21 · Prior to the construction of the reinstated section of the front brick boundary wall and/or repairs works to the retained sections of wall, a sample and product and manufacturer details of new brickwork shall be submitted to and approved in writing by the Local Planning Authority. A sample panel of the brick work shall be constructed on site and made available for inspection by a Local Planning Authority. Works shall be carried out in accordance to the approved details.

REASON

To safeguard the character and appearance of the surrounding environment and setting of the Locally Listed Building in accordance with Policies HE1 and BE1 of the Hillingdon Local Plan: Part 1 - Strategic Policies (November 2012) and Policies DMHB 1, DMHB 3 and DMHB 11 of the Hillingdon Local Plan: Part 2 - Development Management Policies (January 2020).

SCHEDULE OF CONDITIONS

- 22 - Prior to the construction of the reinstated section of the front brick boundary wall, details of the proposed footings shall be submitted to and approved in writing by the Local Planning Authority. If any remains of the original historic footing are found during works, the Local Planning Authority shall be notified in writing. The footings shall be recorded and retained in situ if they cannot be reused as part of the new structure. The record shall be submitted to the Local Planning Authority. Works shall be carried out in accordance to the approved details.

REASON

To safeguard the character and appearance of the surrounding environment and setting of the Locally Listed Building in accordance with Policies HE1 and BE1 of the Hillingdon Local Plan: Part 1 - Strategic Policies (November 2012) and Policies DMHB 1, DMHB 3 and DMHB 11 of the Hillingdon Local Plan: Part 2 - Development Management Policies (January 2020).

- 23 - Prior to the construction of the reinstated section of the front brick boundary wall and/or repairs works to the retained sections of wall, appropriately scaled elevations of the retained sections of wall detailing the extent of repair works required, including re-pointing and replacement brickwork, shall be submitted to and approved in writing by the Local Planning Authority. Works shall be carried out in accordance to the approved details.

REASON

To safeguard the character and appearance of the surrounding environment and setting of the Locally Listed Building in accordance with Policies HE1 and BE1 of the Hillingdon Local Plan: Part 1 - Strategic Policies (November 2012) and Policies DMHB 1, DMHB 3 and DMHB 11 of the Hillingdon Local Plan: Part 2 - Development Management Policies (January 2020).

- 24 - Prior to the construction of the reinstated section of the front brick boundary wall and/or repairs works to the retained sections of wall, a detailed schedule of repairs works and a methodology statement for lime mortar pointing works, shall be submitted to and approved in writing by the Local Planning Authority. Works shall be carried out in accordance to the approved details.

REASON

To safeguard the character and appearance of the surrounding environment and setting of the Locally Listed Building in accordance with Policies HE1 and BE1 of the Hillingdon Local Plan: Part 1 - Strategic Policies (November 2012) and Policies DMHB 1, DMHB 3 and DMHB 11 of the Hillingdon Local Plan: Part 2 - Development Management Policies (January 2020).

SCHEDULE OF CONDITIONS

- 25 · Prior to the construction of the reinstated section of the front brick boundary wall and/or repairs works to the retained sections of wall, samples and details of the lime-based mortar mix shall be submitted to and approved in writing by the Local Planning Authority. Samples shall be inspected on site. Details would need to include mortar mix ratios and the lime and sand product information. Works shall be carried out in accordance to the approved details.

REASON

To safeguard the character and appearance of the surrounding environment and setting of the Locally Listed Building in accordance with Policies HE1 and BE1 of the Hillingdon Local Plan: Part 1 - Strategic Policies (November 2012) and Policies DMHB 1, DMHB 3 and DMHB 11 of the Hillingdon Local Plan: Part 2 - Development Management Policies (January 2020).

- 26 · The lift shown on approved drawing reference 1051-053 Rev. E shall be provided prior to the occupation of the development.

REASON

To ensure that the development utilises inclusive design and is accessible to all user groups, in accordance with Policy 7.2 of the London Plan (March 2016) and Policy D5 of the Publication London Plan (December 2020).

- 27 · 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

To comply with the London's Low Emission Zone for non-road mobile machinery as per requirements of the London Environment Strategy, in accordance with Policy EM8 of the Hillingdon Local Plan: Part 1 - Strategic Policies (November 2012), Policy DME1 14 of the Hillingdon Local Plan: Part 2 - Development Management Policies (January 2020), Policy 7.14 of the London Plan (March 2016), Policy SI 1 of the Publication London Plan (December 2020) and paragraph 170 of the National Planning Policy Framework (February 2019).

SCHEDULE OF CONDITIONS

- 28 . Prior to the occupation of the development, details of the adoption and publication of a 'no-idling' policy on-site shall be submitted to and approved in writing by the Local Planning Authority.

Thereafter the site shall be operated in strict accordance with the approved details.

REASON

To ensure that the development reduces and manages its air quality impacts in an Air Quality Management Area, in accordance with the National Planning Policy Framework (February 2019), Policy 7.14 of the London Plan (March 2016), Policy SI 1 of the Publication London Plan (December 2020), Policy EM8 of the Hillingdon Local Plan: Part 1 - Strategic Policies (November 2018) and Policy DMEI 14 of the Hillingdon Local Plan: Part 2 - Development Management Policies (January 2020).

- 29 . No heavy maintenance activities are to take place on this site for as long as the development remains in existence.

REASON

To safeguard the amenity of the surrounding area in accordance 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), Policy 7.15 of the London Plan (March 2016) and Policy D14 of the Publication London Plan (December 2020).

INFORMATIVES:

- 1 . The decision to GRANT planning permission has been taken having regard to all relevant planning legislation, regulations, guidance, circulars and Council policies, including The Human Rights Act (1998) (HRA 1998) which makes it unlawful for the Council to act incompatibly with Convention rights, specifically Article 6 (right to a fair hearing); Article 8 (right to respect for private and family life); Article 1 of the First Protocol (protection of property) and Article 14 (prohibition of discrimination).
- 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.

DMAV 1	Safe Operation of Airports
DMCI 7	Planning Obligations and Community Infrastructure Levy
DME 2	Employment Uses Outside of Designated Sites
DMEI 1	Living Walls and Roofs and Onsite Vegetation
DMEI 10	Water Management, Efficiency and Quality
DMEI 12	Development of Land Affected by Contamination
DMEI 14	Air Quality
DMEI 2	Reducing Carbon Emissions
DMEI 4	Development on the Green Belt or Metropolitan Open Land
DMEI 7	Biodiversity Protection and Enhancement

SCHEDULE OF CONDITIONS

DMEI 9	Management of Flood Risk
DMHB 11	Design of New Development
DMHB 14	Trees and Landscaping
DMHB 15	Planning for Safer Places
DMHB 3	Locally Listed Buildings
DMHB 7	Archaeological Priority Areas and archaeological Priority Zones
DMHB 8	Registered Historic Parks, Gardens and Landscapes
DMT 1	Managing Transport Impacts
DMT 2	Highways Impacts
DMT 5	Pedestrians and Cyclists
DMT 6	Vehicle Parking
LPP 5.10	(2016) Urban Greening
LPP 5.11	(2016) Green roofs and development site environs
LPP 5.12	(2016) Flood risk management
LPP 5.13	(2016) Sustainable drainage
LPP 5.17	(2016) Waste capacity
LPP 5.2	(2016) Minimising Carbon Dioxide Emissions
LPP 5.21	(2016) Contaminated land
LPP 6.13	(2016) Parking
LPP 6.3	(2016) Assessing effects of development on transport capacity
LPP 6.9	(2016) Cycling
LPP 7.13	(2016) Safety, security and resilience to emergency
LPP 7.14	(2016) Improving air quality
LPP 7.15	(2016) Reducing and managing noise, improving and enhancing the acoustic environment and promoting appropriate soundscapes.
LPP 7.16	(2016) Green Belt
LPP 7.19	(2016) Biodiversity and access to nature
LPP 7.2	(2016) An inclusive environment
LPP 7.3	(2016) Designing out crime
LPP 7.4	(2016) Local character
LPP 7.6	(2016) Architecture
LPP 7.8	(2016) Heritage assets and archaeology
LPP 7.9	(2016) Heritage-led regeneration
LPP 8.2	(2016) Planning obligations
LPP 8.3	(2016) Community infrastructure levy
LPP 8.4	(2016) Monitoring and review
NPPF- 11	NPPF-11 2018 - Making effective use of land

SCHEDULE OF CONDITIONS

NPPF- 12	NPPF-12 2018 - Achieving well-designed places
NPPF- 13	NPPF-13 2018 - Protecting Green Belt land
NPPF- 15	NPPF-15 2018 - Conserving and enhancing the natural environment
NPPF- 16	NPPF-16 2018 - Conserving & enhancing the historic environment
NPPF- 2	NPPF-2 2018 - Achieving sustainable development
NPPF- 4	NPPF-4 2018 - Decision-making
NPPF- 6	NPPF-6 2018 - Building a strong, competitive economy
NPPF- 9	NPPF-9 2018 - Promoting sustainable transport

3 . 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 Local Plan Part 1, Local Plan Part 2, 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.

4 . 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.

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

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

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

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

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

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

6 . 1. Lime based products (lime mortar, renders and lime washes) should not be used when temperatures are liable to fall below 5°C (41°F) for several weeks/months after

SCHEDULE OF CONDITIONS

application.

2. Following repair and reinstatement works the wall would need to be adequately protected, particularly if there is a risk of low temperatures or any other adverse weather conditions to prevent damage. However, air must still be able to circulate to ensure effective curing of the lime mortar.
7. The Construction Logistics Plan should include an undertaking that Freight Operators Recognition Scheme (FORS) Silver standard must be held by drivers of vehicle visiting the development. This should also require that all reasonable endeavours are taken to ensure that only construction vehicles with Class VI mirrors and the highest category of Direct Vision Standard visit the site. Construction or delivery vehicles must not be parked on any street within the proximity of site. There should also be an undertaking that construction vehicles would not wait or idle run in the area to stop vehicles impeding the free flow of traffic and to reduce vehicle emissions. During the construction period a traffic marshal or banks man should be provided to guide construction vehicles in and out of the site.

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.: 3886/APP/2020/3751

SCHEDULE OF PLANS

DS29092001.03-B Arboricultural Impact Plan and Tree Protection Plan - received 16 Nov 2020

76646 Rev. 01 Interim Travel Plan (Dated 9th November 2020) - received 16 Nov 2020

Supporting Planning Statement (Dated November 2020) - received 16 Nov 2020

Tree Survey Report (Dated 13th October 2020) - received 16 Nov 2020

Utility Statement (Dated November 2020) - received 16 Nov 2020

76625-CUR-00-XX-RP-C-00002 V01 Drainage Strategy Report (Dated 30th October 2020) - received 16 Nov 2020

076625-CUR-00-XX-RP-C-00001 V02 Flood Risk Assessment (Dated 27th October 2020) - received 16 Nov 2020

076625-CUR-00-XX-RP-GE-001 Phase 1 Preliminary Site Assessment (Dated 11th August 2020) - received 16 Nov 2020

Preliminary Ecological Appraisal V 2.0 - received 16 Nov 2020

ENE-0972_Rev4 Air Quality Assessment (Dated 9th December 2020) - received 10 Dec 2020

76646 Rev. 04 Transport Assessment (Dated 28th January 2021) - received 28 Jan 2021

1051-059 Rev. C - received 26 Jan 2021

1051-053 Rev. E - received 04 Jan 2021

1051-058 Rev. B - received 04 Jan 2021

1051-060 Rev. A - received 04 Jan 2021

Design, Access and Heritage Statement Rev. B - received 04 Jan 2021

1051-051 Rev. K - received 21 Jan 2021

1051-054 Rev. E - received 21 Jan 2021

1051-055 Rev. F - received 21 Jan 2021

1051-065 Rev. E - received 21 Jan 2021

1051-066 Rev. C - received 21 Jan 2021

20-15481-1B - received 16 Nov 2020

90001 Rev. P02 - received 16 Nov 2020

Alternative Site Options for Abellio London (Dated October 2020) - received 16 Nov 2020

Noise Impact Assessment (Dated November 2020) - received 16 Nov 2020

76646 Construction Logistics Plan (Dated 6th November 2020) - received 16 Nov 2020

Construction Method Statement (Dated November 2020) - received 16 Nov 2020

1051-050 - received 16 Nov 2020

1051-049 - received 16 Nov 2020

Cover Letter (Dated 13th November 2020) - received 16 Nov 2020

Proposed Noise Mitigation Plan (Dated January 2021) - received 22 Jan 2021



425939.

THE COMMON SEAL of the
MAYOR AND BURGESSES OF THE
LONDON BOROUGH OF HILLINGDON



was duly affixed to this Deed
in the presence of:-

MEMBER OF

THE COUNCIL.....

Alan Chapman

S. E. -

AUTHORISED OFFICER.....

Signed as a deed (but not delivered until the date
of this Deed) by JAMES RICE in the presence of:

Signature

[Handwritten signature]

Witness

Signature

Name

Address

C. Georgiadis

CHRISTINA GEORGIAIDIS

721 GREAT WEST RD

ISLEWORTH TW7 4PS



