

DATED

16th June

2021

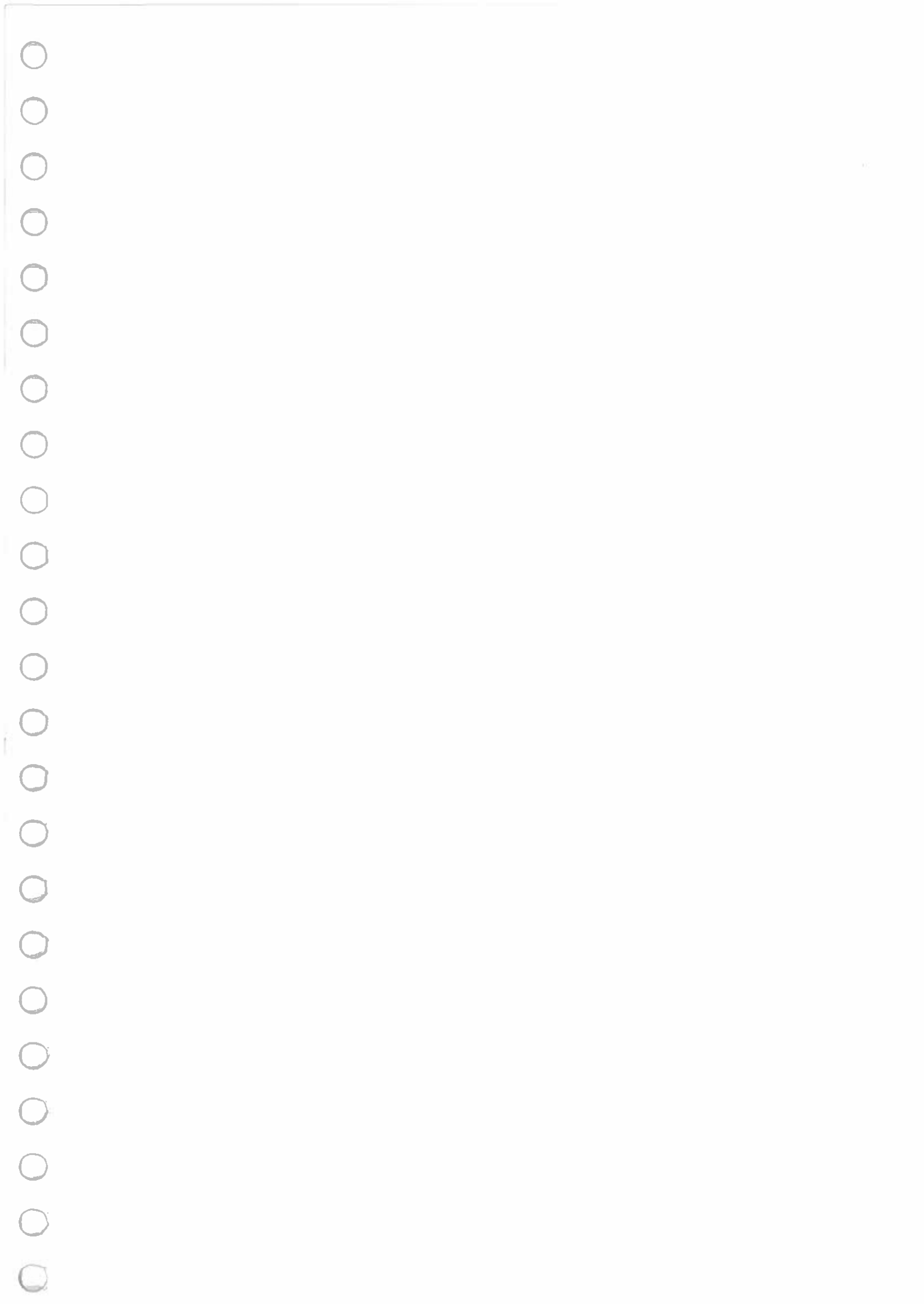
PROLOGIS UK CCCXXXVIII S.A.R.L

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 111
OF THE LOCAL GOVERNMENT ACT 1972 AS AMENDED, SECTION 16 OF THE
GREATER LONDON COUNCIL (GENERAL POWERS) ACT 1974 AS AMENDED,
SECTION 1 OF THE LOCALISM ACT 2011 AS AMENDED AND ALL OTHER
ENABLING POWERS
RELATING TO THE DEVELOPMENT OF LAND AT GSK STOCKLEY PARK
IRON BRIDGE WEST DRAVTON
PLANNING APPLICATION NUMBER: 39207/APP/2020/2188

Planning & Corporate Team
London Borough of Hillingdon
Civic Centre, High Street
Uxbridge, Middlesex
Ref: 3E/04/P&C/KM/018120



THIS PLANNING OBLIGATION BY DEED is dated 16th June 2021

And is made BETWEEN:

1. PROLOGIS UK CCCXXXVIII S.A.R.L (incorporated in the Luxembourg) a company whose registered office is situated at 34-38 Avenue de La Liberté L-1930, Luxembourg "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 Land and by whom the obligations in this Deed are enforceable.
- B The Owner has the freehold interest in the Land registered under Title No. AGL382513, and AGL389174 at the Land Registry.
- C The Owner intends to develop the Land pursuant to the Planning Permission.
- D On 15th July 2020 the Owner submitted the Planning Application to the Council for permission to redevelop the Land for the purposes and in the manner described in the Planning Application, which was validated on 23rd July 2021.
- E The Council resolved at its Major Planning Applications Committee meeting on 8th December 2020 to delegate authority to determine the Planning Application to the Head of Planning subject to the prior completion of this Deed.
- F The Council has considered the provisions of the development plan and taken into account planning considerations affecting the Land and considers that in the interests of the proper planning of its area the Development of the Land 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.



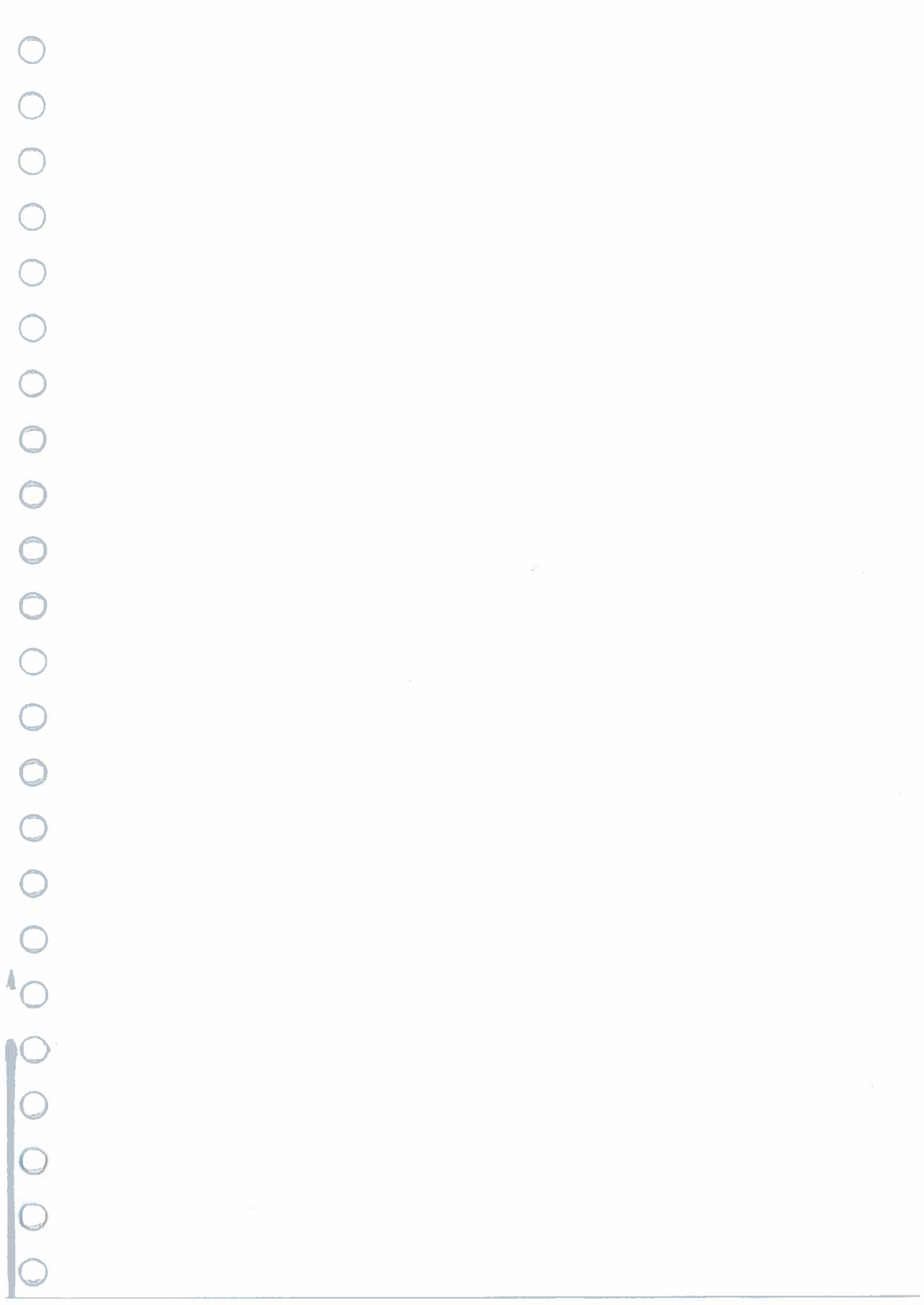
THIS DEED WITNESSES AS FOLLOWS: -

OPERATIVE PROVISIONS

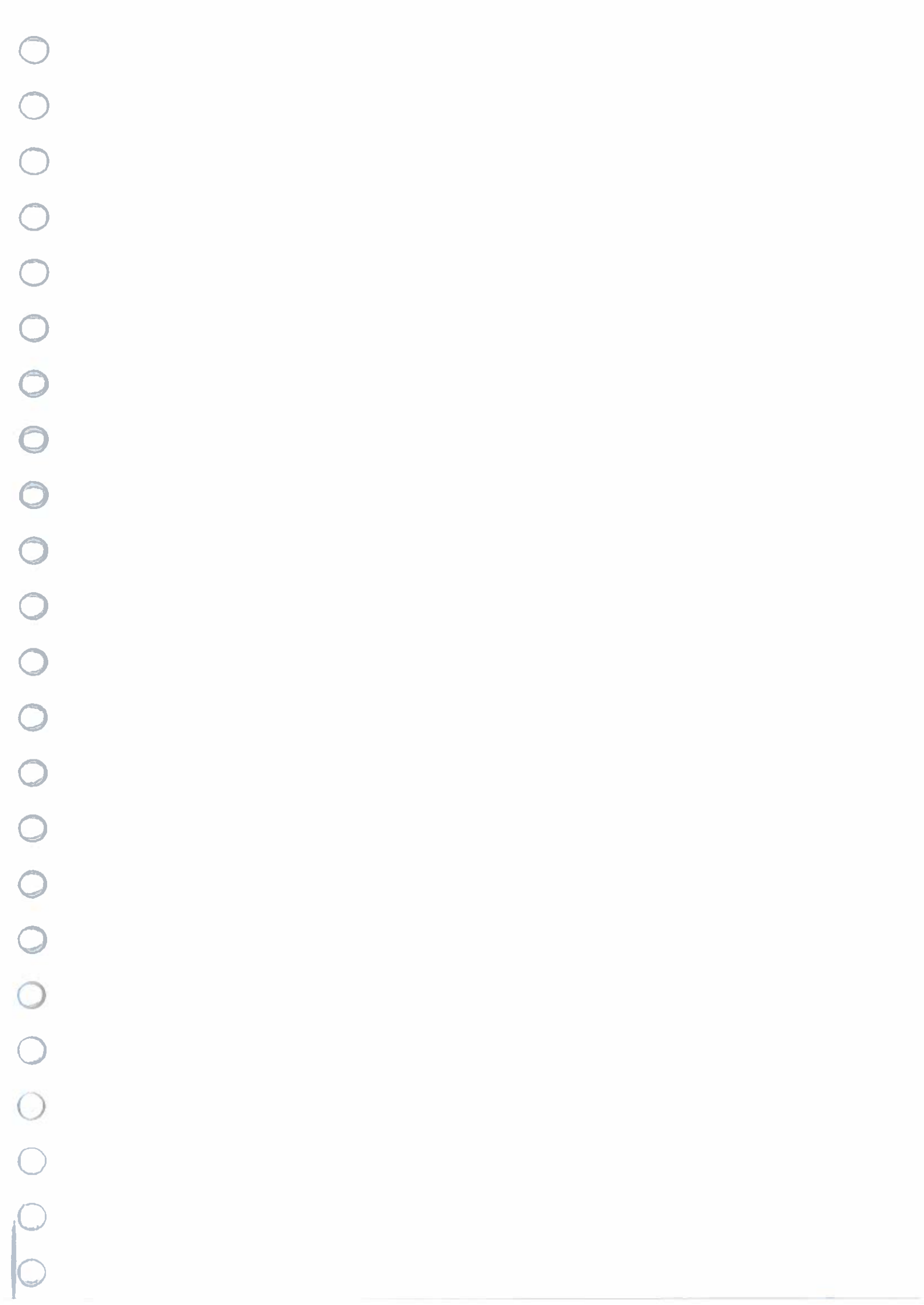
1. INTERPRETATION

- 1.1 For the purposes of the recitals and this Deed, 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 sum of £206,032 (two hundred thousand six pounds, and thirty two pounds pounds) in line with the Council's Planning Obligations Supplementary Planning Document as at the date of this Deed and given the site is located in an air quality management area and referred to in Schedule 10 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; • Environmental management systems and air quality strategy.
"Authority's Area"	means the administrative area of the Council;
"Canal and Towpath Land"	means the land belonging to the Canal and River Trust that is subject to the Canalside Landscaping Strategy & Maintenance



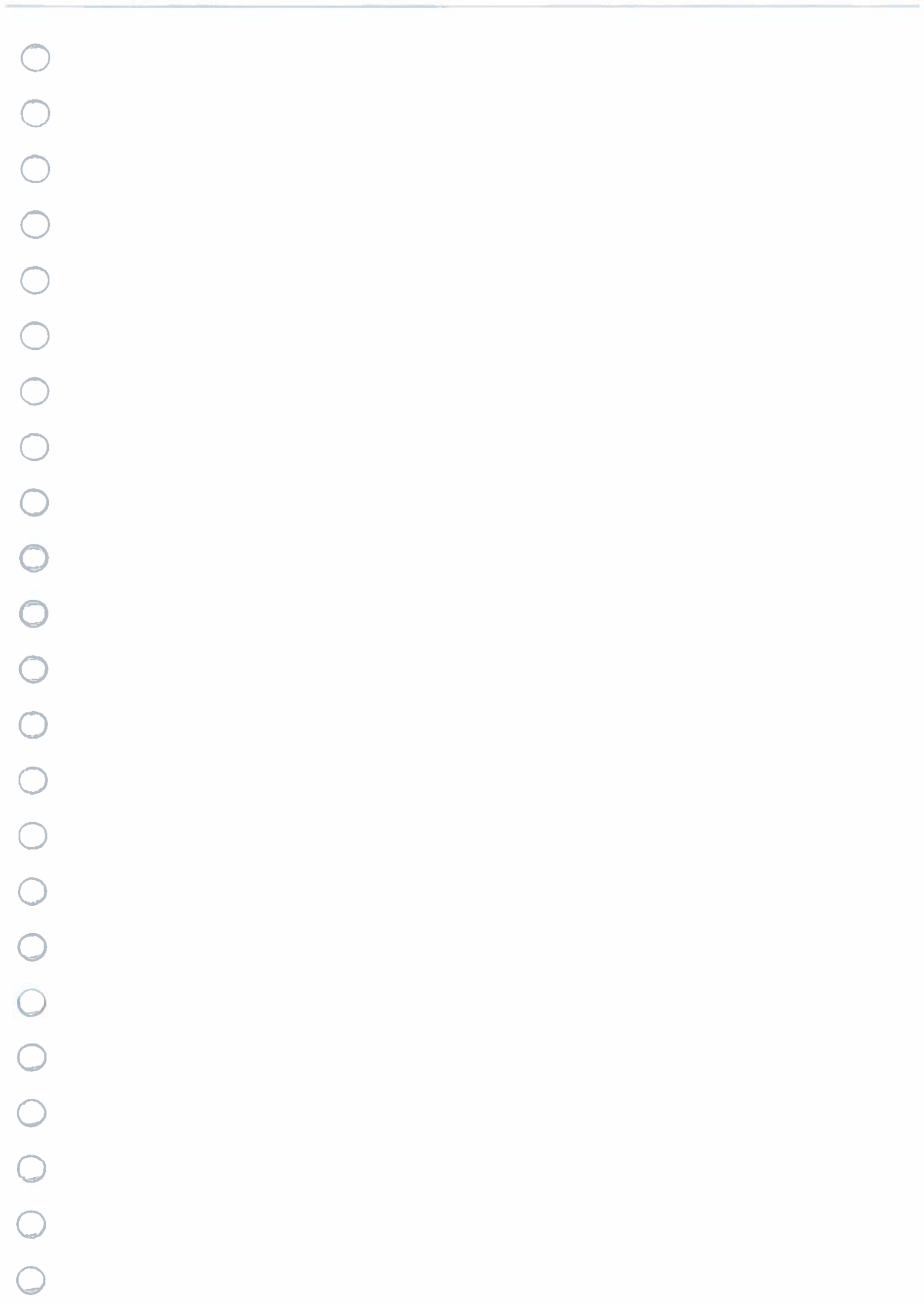
Regime and the Canal Wayfinding & Access Improvement Measures;		"Canalside Landscaping Strategy & Maintenance Regime" means the requirement to prepare and implement a Canalside Landscaping Strategy and Maintenance Regime (including details of additional tree planting along the canal as shown on plan ref: 1982-19-05.dwg 05 Rev. I and 1982-19-03.dwg 03 Rev. D in agreement with the Canal & River Trust, in accordance with Schedule 4;	"Canal Wayfinding & Access Improvement Measures" means the implementation of canal wayfinding and access improvement measures, in accordance with Schedule 6.	"Carbon Fund" means a contribution of £178,200 (one hundred seventy eight thousand, and two hundred pounds) for a carbon fund to make up for the shortfall for the Development and in order to make the development policy compliant (£1800 for every tCO₂/annum that is below the zero carbon target) in accordance with Schedule 7 and to be used by the Council to seek carbon reduction measures offsite to mitigate the shortfall of the Development;	"Carbon Reporting Clause" means provision of alternative solutions if the carbon reduction performance of the Development fail to meet the required targets in compliance of Schedule 8;	"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;
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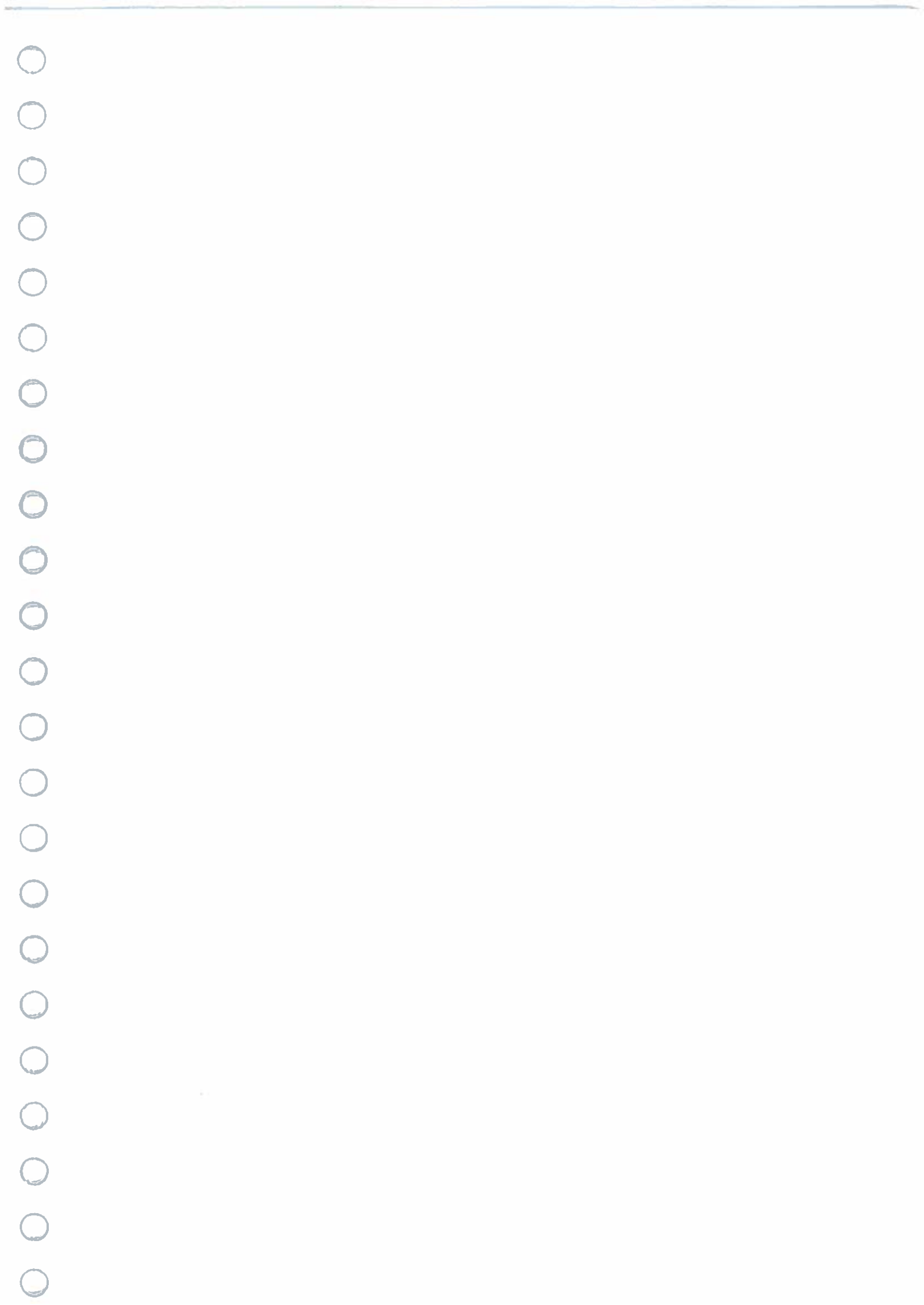
	- demolition (provided always that such works do not relate to any listed building within the Site); - archaeological investigations and works; - ground investigations; - site survey works; - temporary access construction works; - preparatory works, ground works or remediation works; - works for the 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 Commencement shall be construed accordingly;	means the sum calculated in accordance with the Planning Obligations Supplementary Planning Document as at the date of this Deed and to be provided in accordance with Schedule 10 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;	"Employment Strategy & Construction Training Contribution"
"Employment Strategy & Construction Training Scheme"	means a construction training scheme in respect of the Development to the value of the Training Costs to be implemented by or on behalf of the Owner to fund, arrange and/or provide construction training for workers and/or potential workers for the Development in accordance with Schedule 10;		



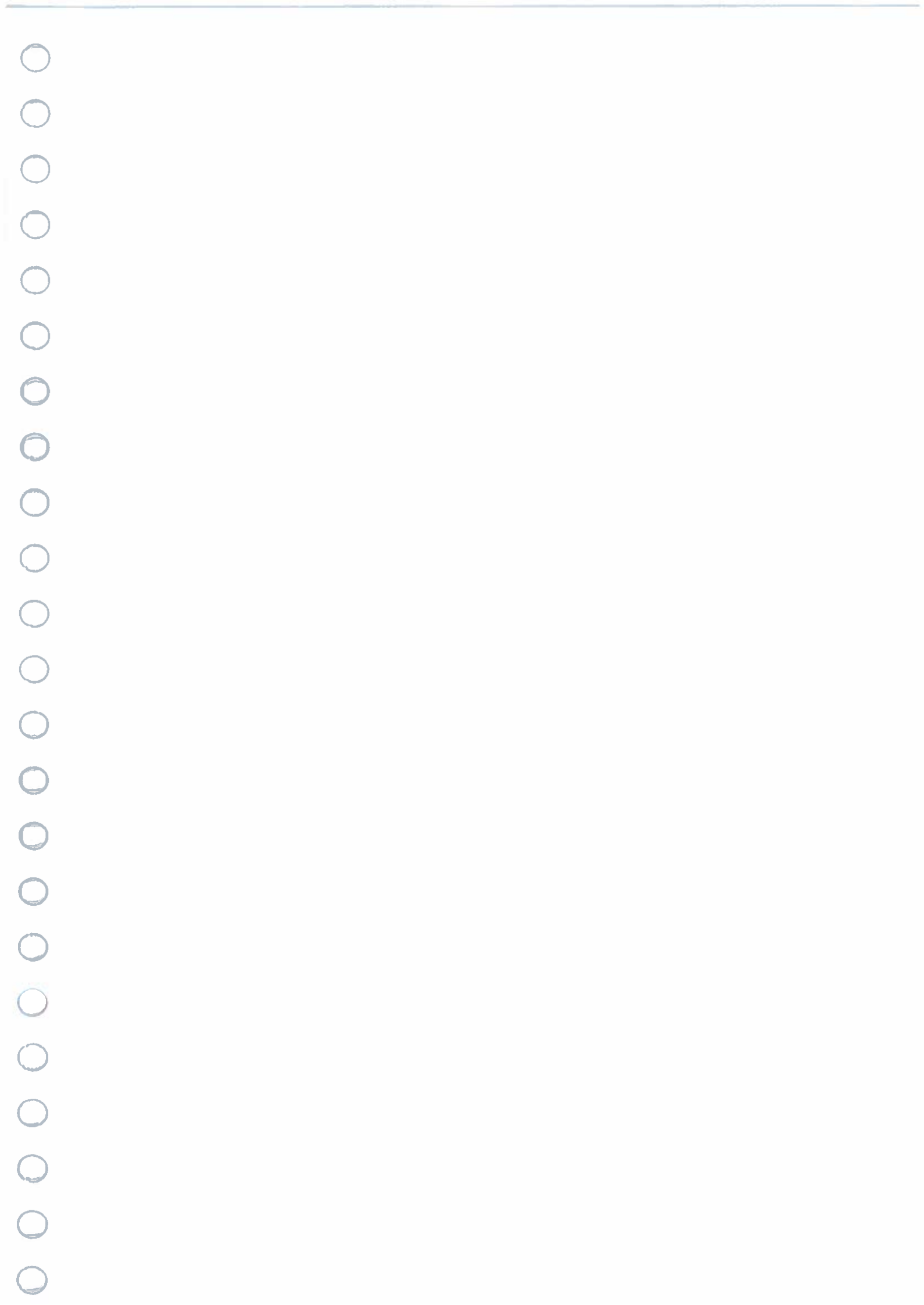
"Contributions" means the following: • Air Quality Contribution; • Carbon Fund Contribution; • Sustainable Highways Contribution; • Stockley Country Park Contribution; • Construction Training Contribution (if applicable);		"Co-ordinator Costs" means a sum to be agreed with the Council in the event the Owner implements the Construction Training Scheme or in the event that the Construction Training Contribution is paid, means the sum calculated using the following formula as prescribed within the Council's Planning Obligations Supplementary Planning Document as at the date of this Deed: "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 length of the post would depend on the length of period that placements would be required to the development.	"Development" means the development of the Site pursuant to the Planning Permission as summarised in Schedule 1 hereto;	"Form PO1" means the form in the substantial format attached at Appendix 1;
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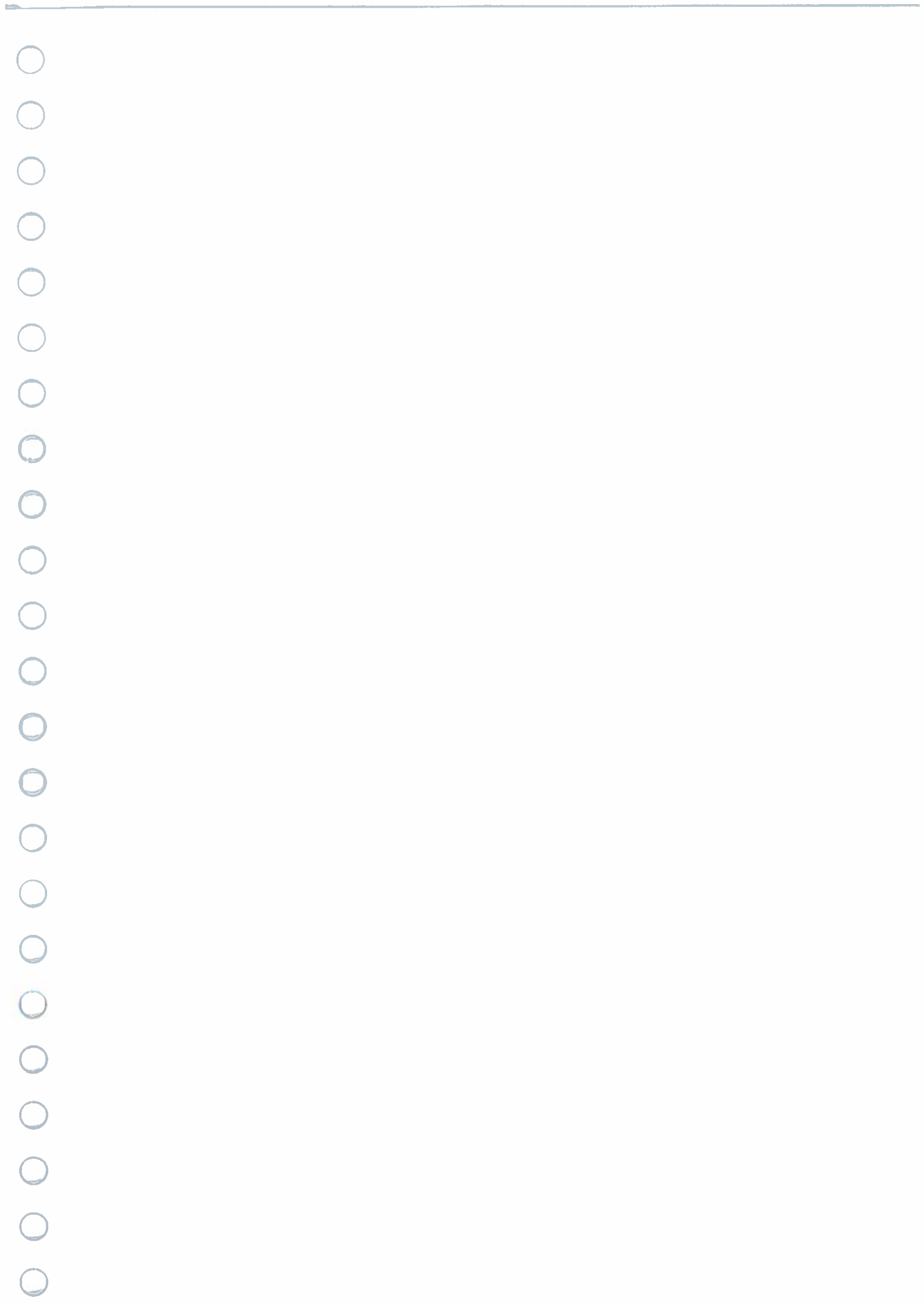
"Highways Agreement"	means one or more highways agreements to be entered into by the Owners and the Council under section 38 and/or section 278 of the 1980 Act in relation to the Highways Works;	
"Highway Works"	means the construction of new development accesses onto the Site from Ironbridge Road and the associated re-positioning of existing traffic calming infrastructure on Ironbridge Road. All Highway Works to be constructed to current London Borough of Hillingdon highway standards and carried out in accordance with Schedule 2;	
"Stockley Country Park Contribution"	means contribution of £20,000 (twenty thousand pounds) for improving access to and the enhancing the routes within Stockley Country Park, in accordance with Schedule 3;	
"Index Linked"	means the application of the formula provided at Clause 16 of this Agreement;	
"Iron Bridge Road Landscaping Works"	Means the landscaping Works along Iron Bridge Road in accordance with the approved plan and approved specification referred to in plan ref: 1982-19-05.dwg 05 Rev. I	
"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;	
"Parties"	means the Owner and the Council;	
"Plan"	means the plan attached to this Deed at Appendix 2 hereto;	



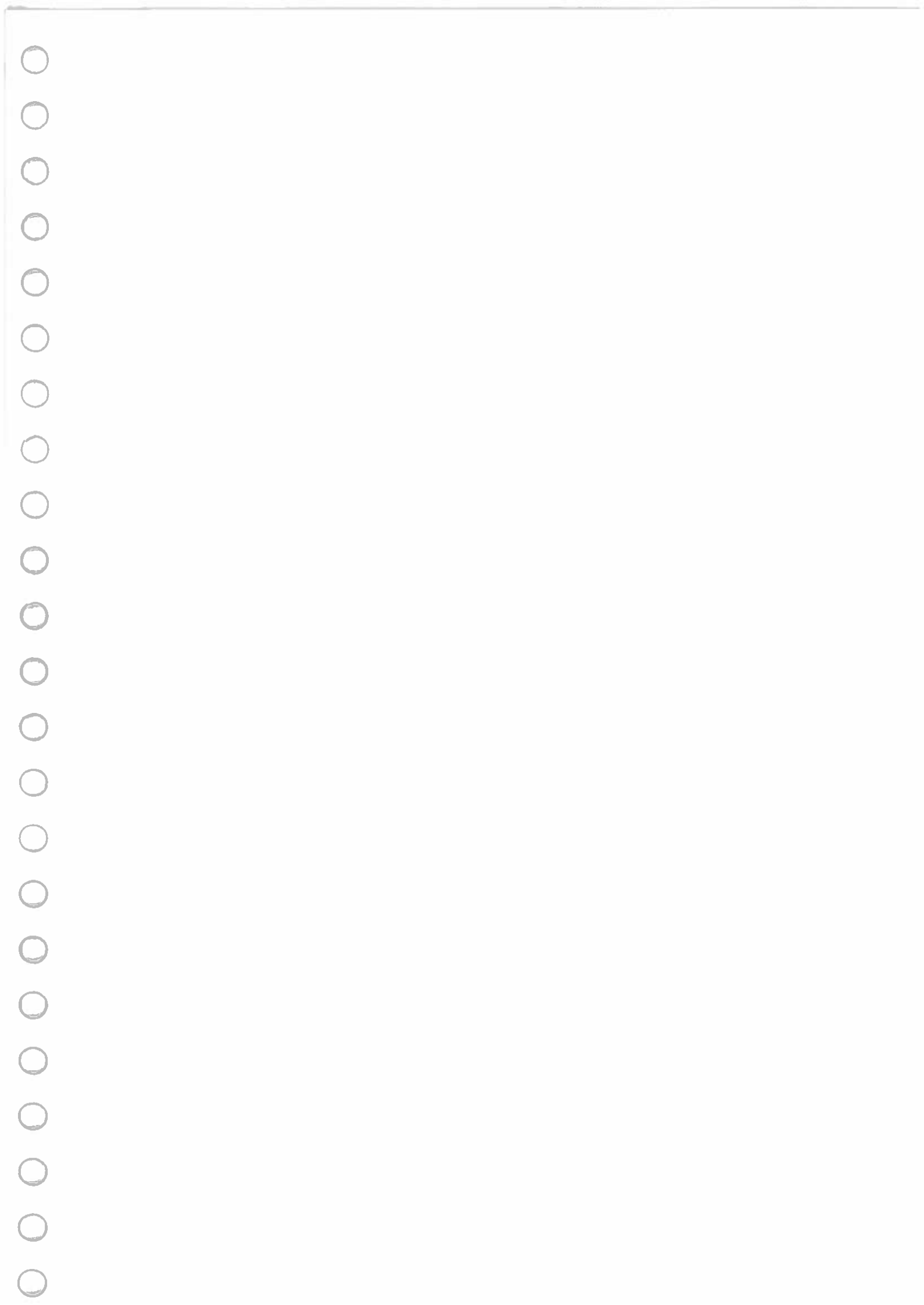
"Planning Application"	means the application for planning permission for the redevelopment of the site to provide two industrial units providing industrial floorspace (Use Class B1c/B2/B8) and ancillary offices together with associated parking, access arrangements, landscaping and infrastructure under the Council's reference number 39207/APP/2020/2188;	
"Planning Permission"	means the planning permission to be granted for the Development in pursuance of the Planning Application substantially in the form of the draft permission at Appendix 3 hereto;	
"Principal Planning Obligations Officer"	means the Council's Principal Planning Obligation Officer or such person as the Council designates as undertaking this role;	
"Planning Reference"	means planning reference 39207/APP/2020/2188;	
"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 12 ;	
"Sculpture"	means the retention of, or, relocation of the existing sculpture (at the site entrance on Iron Bridge Road) in accordance with Schedule 11 ;	
"Significant Under-Performance"	means delivery of less than 50 per cent of the total outputs specified in the Construction Training Scheme;	
"Site"	means the property known as GSK Stockley Park Iron Bridge West Drayton 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;
"Sustainable Highways Contribution"	means contribution of £250,000 (two hundred fifty thousand pounds) towards Sustainable Highways capacity improvements, in accordance with Schedule 2;
"Training Costs"	means the sum calculated using the following formula as prescribed within the Council's Planning Obligations Supplementary Planning Document as at the date of this Deed: "£2,500 (two thousand five hundred pounds) for every £1,000,000 (one million pounds) worth of construction costs for the Development. Based on the average cost of training for one person on an NVQ construction course at college";
"Travel Plan"	means a framework travel plan to encourage means of travel to and from the Development other than by private cars in accordance with Schedule 6;
"Travel Plan Bond"	means the bond in the sum of £20,000 (twenty thousand pounds), to secure the obligations in Schedule 6 and in the Travel Plan for the Development in a form first approved by the Council in writing; and
"Unit Occupier"	means an occupier of a building or part of a building comprising the Development;
"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 in title 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.
- 1.2.3 the headings in this Deed are inserted for convenience only and shall not affect the construction or interpretation of this Deed;
- 1.2.4 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 or paragraph of that Schedule;
- 1.2.5.4 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;
- 1.2.3 references to any statute or statutory provision include references to:
- 1.2.3.1 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
- 1.2.3.2 any orders, regulations, instruments or other subordinate legislation made under that statute or statutory provision
- 1.2.4 references to the Site include any part of it;
- 1.2.5 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 powers under the 1990 Act or any successor local highway authority exercising powers under the 1980 Act;
- 1.2.6 "including" means "including, without limitation";
- 1.2.7 any covenant by the Owners not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing;



1.2.8	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;	
1.2.8	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	
1.2.9	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 Land.	
3.	CONDITIONALITY	
3.1	With the exception of clauses 1, 2, 3, 4, 6.1, 7, 9, 10, 11, 12, 13, 14 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 Owners 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 undertaken or obligation from acting upon any subsequent breach or default in respect of the Owners.

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 Owners and any successors in title to the Site and assigns of the Owners 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.

5. CONTRIBUTIONS

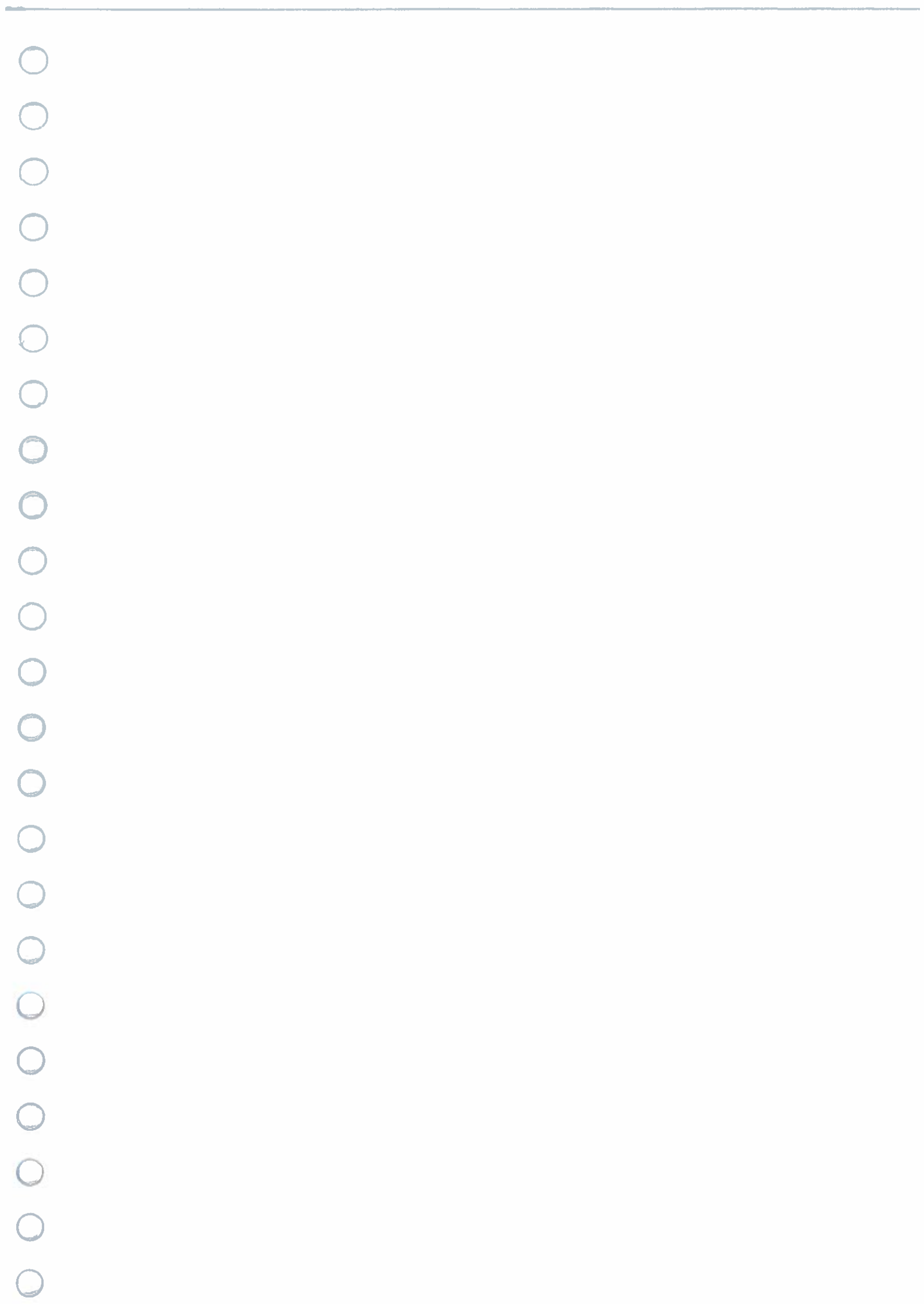
5.1 Payment of the Contributions required by this Deed shall be made on the following basis:

(a) The Contributions due under this Deed shall be delivered to the person and address specified in clause 11 below;

(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



10.	OWNERSHIP	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.
9.1		
9.	RIGHT OF ACCESS	
8.1		This Deed shall be registered as a Local Land Charge by the Council.
8.	REGISTRATION OF AGREEMENT	
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 6.1 above.
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.	COSTS	
6.1		The Owner covenants with the Council so as to bind the Land to observe and perform the obligations on its part contained in this Deed and the schedules hereto.
6.	THE OWNER'S PLANNING OBLIGATIONS	
5.3		In the event that the Contributions or any element or part of the Contributions remain unspent or committed unconditionally to be spent within seven (7) years after the date on which the relevant Contribution was paid to the Council, then the Council shall within 28 days of a written demand return to the Owner the unexpended or uncommitted (as the case may be) part of the Contributions (with any accrued interest).
5.2		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.
		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 the revenue purposes or to capital purposes or partly to the one and partly to the other.



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 immediate written notice 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 Without prejudice to the Council's power under s. 106(6) of the Town and Country Planning Act 1990, 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 his Deed, shall be finally resolved by arbitration in accordance with the Arbitration Act 1996. It is agreed that:

12.2.1 the tribunal shall consist of one arbitrator appointed jointly by the parties;
12.2.2 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;
12.2.3 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);
12.2.4 the seat of the arbitration shall be London;

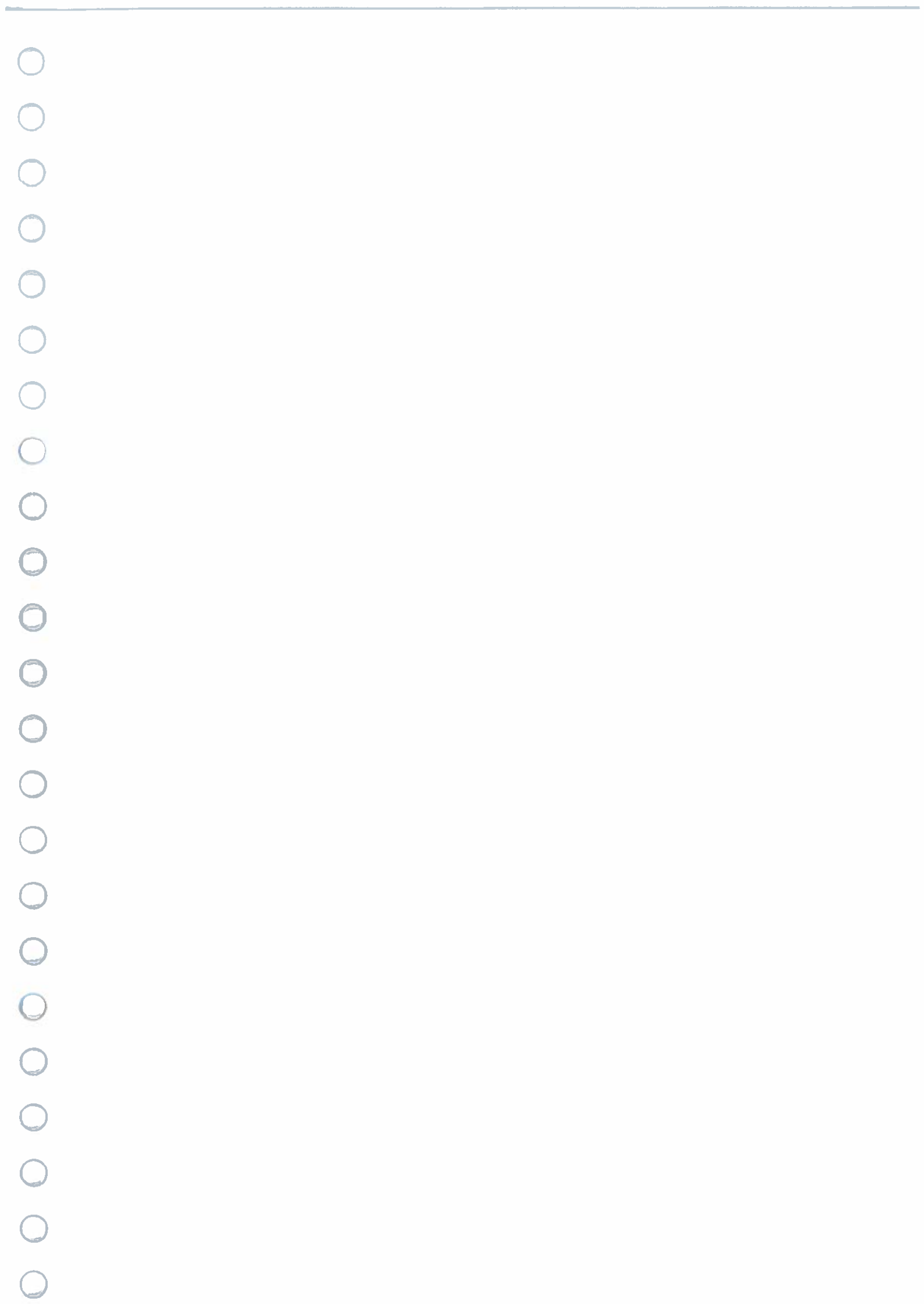
12.2.5 nothing in this clause shall be construed as prohibiting a party from applying to a court for interim injunctive relief; and
12.2.6 nothing in this clause shall be construed as prohibiting the Council from exercising their power under s.106(6) of the Town and Country Planning Act 1990.

13. THIRD PARTIES

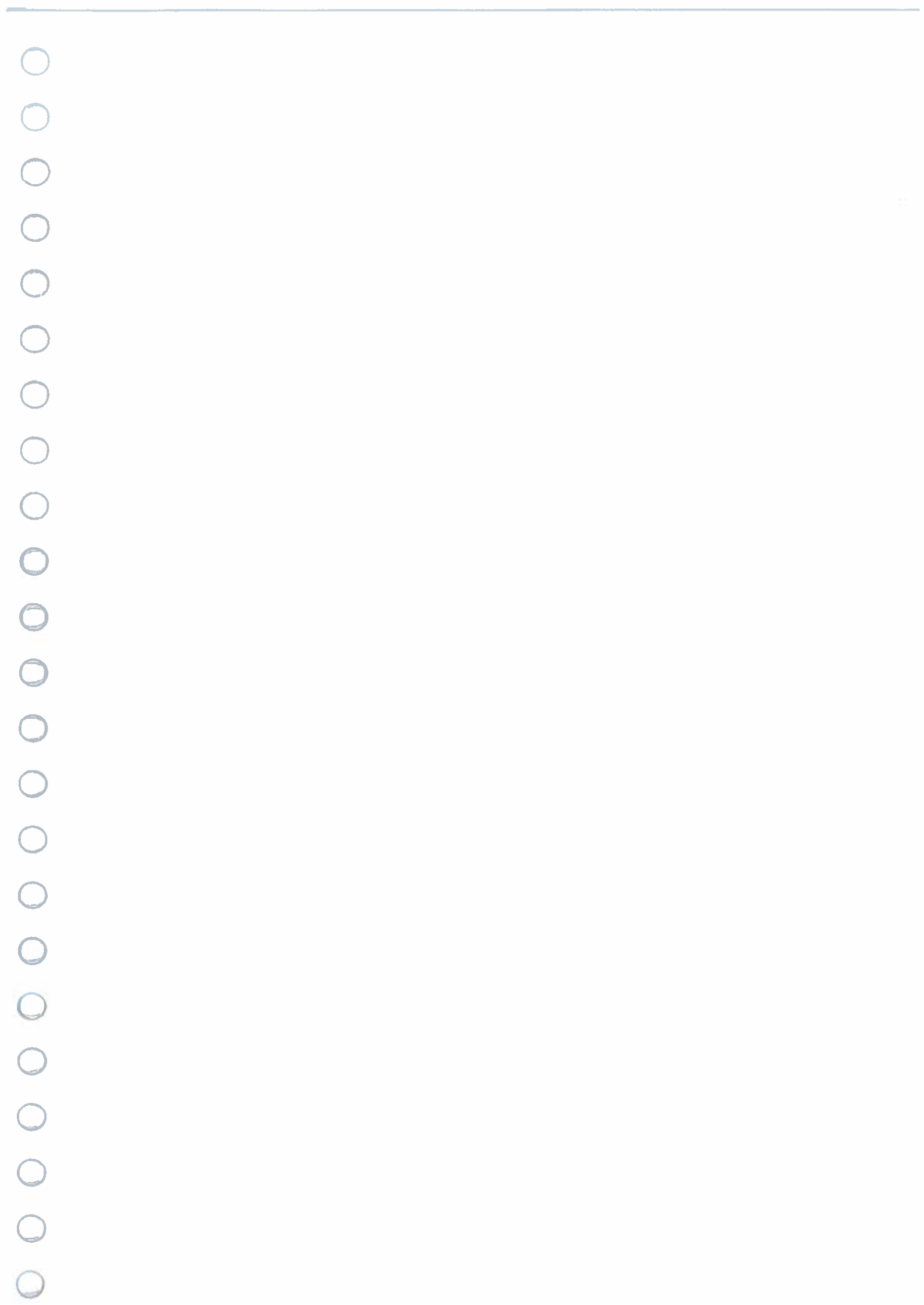
13.1 No provision in this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

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:
14.3	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@hillingsdon.gov.uk ;
14.4	the Owner care of Prologis UK Limited at its registered office which at the date of this Deed is Prologis House, Blythe Gate, Blythe Valley Park, Solihull, B90 8AH.
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 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.

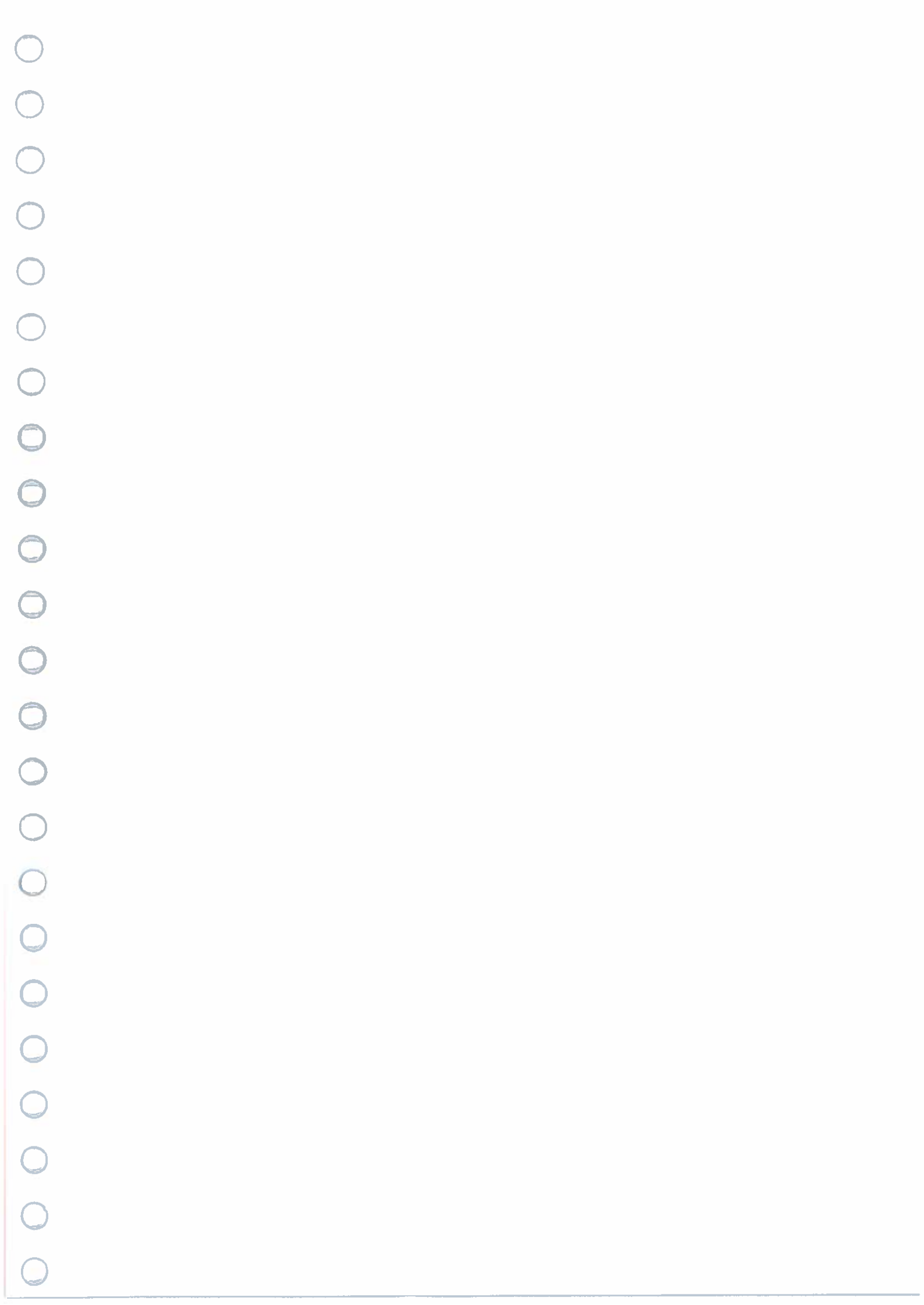
19. JURISDICTION

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.

19.2 Subject to clause 12 the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales in respect of any matter or claim arising out of this Deed..

19.3 The Owner (here meaning Prologis UK CCCXXVIII S.a.r.l only) irrevocably appoints Prologis UK Limited of Prologis House, Blythe Gate, Blythe Valley Park, Solihull, B90 8AH (or such other company or person in England and Wales as the Owner may from time to time notify to the Council in writing) as its agents to accept on its behalf service of any notices or proceedings arising out of this Deed.

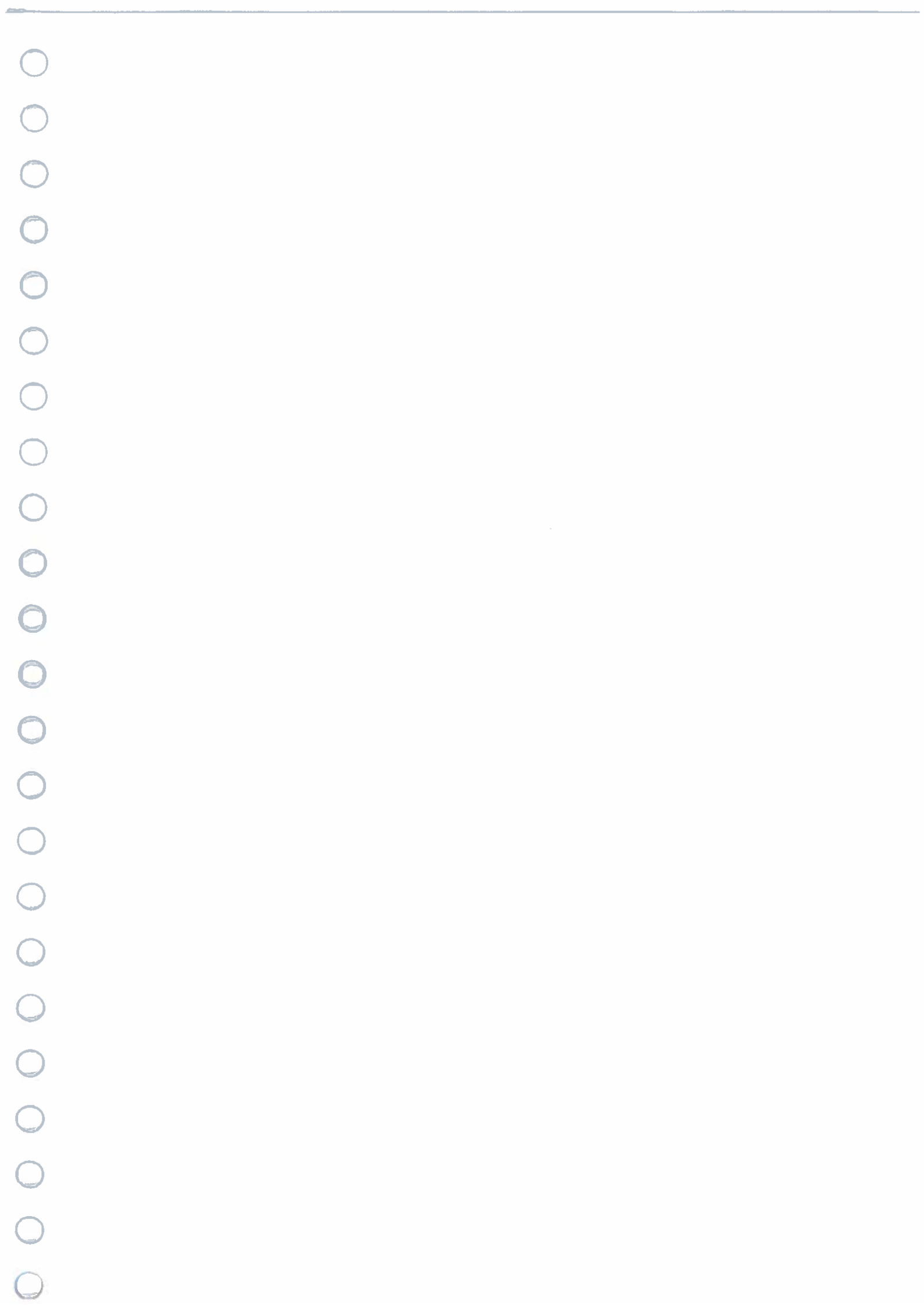
This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.



SCHEDULE 1

DEVELOPMENT

1. That the application be referred to the Mayor under Article 5 of the Town and Country Planning (Mayor of London) Order 2008;
2. Redevelopment of the site to provide two industrial units providing industrial floorspace (Use Class B1c/B2/B8) and ancillary offices together with associated parking, access arrangements, landscaping and infrastructure under the Council's Planning Reference 39207/APP/2020/2188.



SCHEDULE 2
HIGHWAY WORKS

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

1. 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.

2. 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 Site shall enter into one or more Highway Agreements for the Highway Works before the Highway Works are commenced.

3. Without prejudice to the requirements of paragraph 2 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 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.

5. The Owner shall pay the Council's reasonable and proper legal costs in entering into any Highways Agreements.

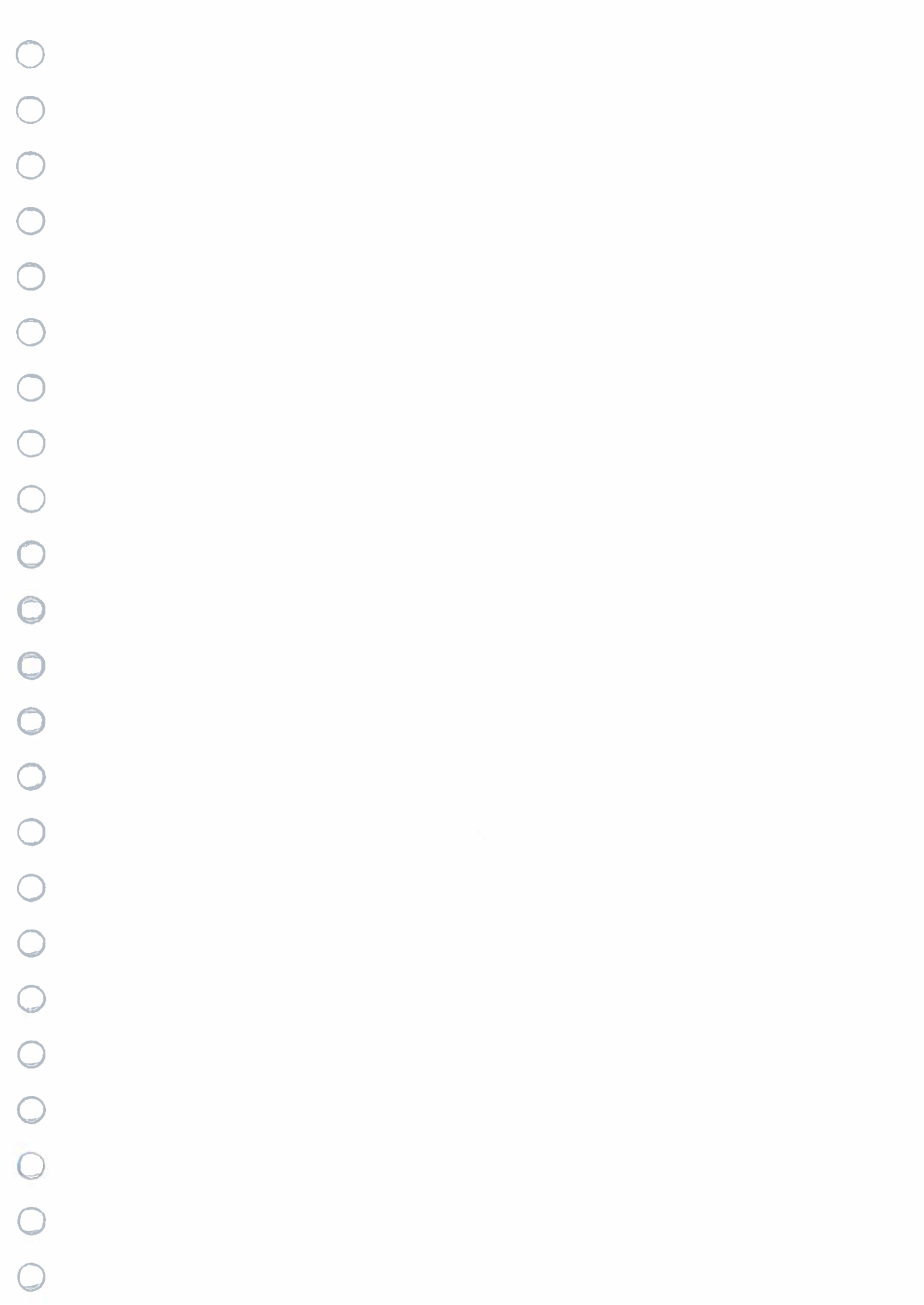
6. The Highway Works shall include (but may not be limited to) measures that reduce vulnerable road users exposure to road safety risk when travelling to and from the development site. These works will encourage and enable staff to make a modal shift in favour of walking and cycling thereby helping to reduce vehicular demand for road space and alleviate road traffic congestion.

SUSTAINABLE HIGHWAYS CONTRIBUTION

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

7.1 Prior to Commencement of the Development to pay to the Council the Sustainable Highway Contribution; and

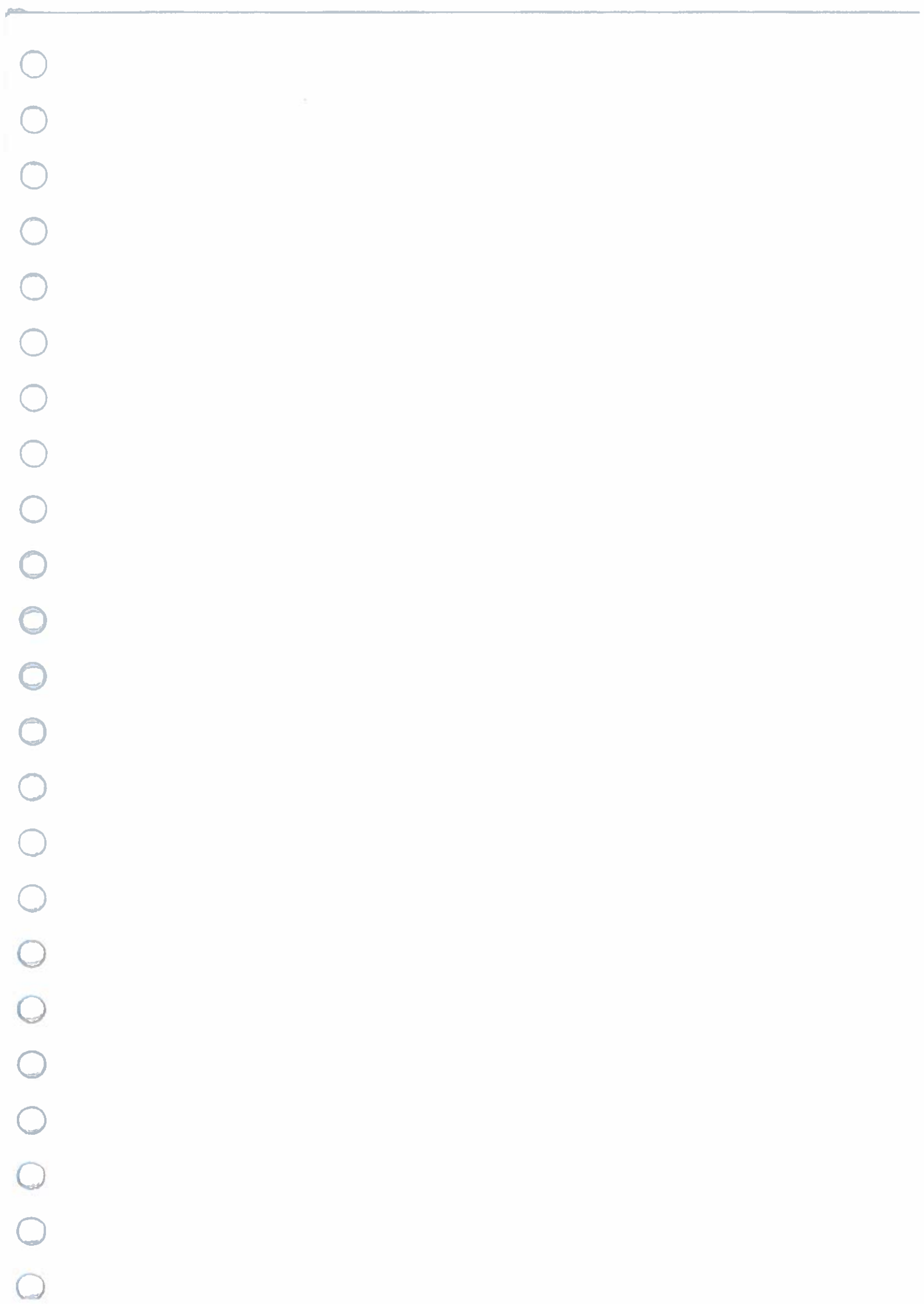
7.2 Not to Commence or cause or allow or permit Commencement of Development of any part of the Development before the Sustainable Highway Contribution is paid.



SCHEDULE 3

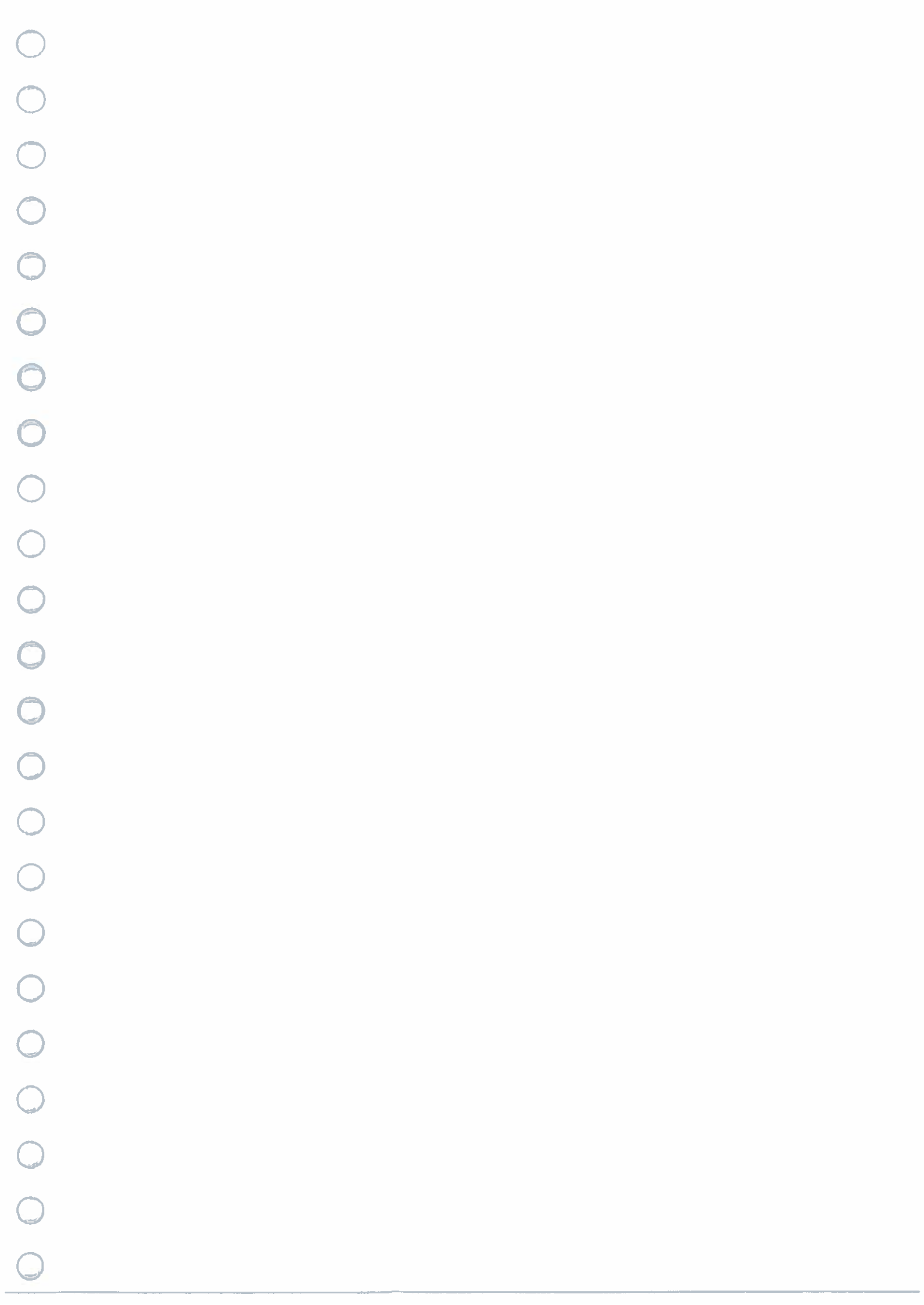
STOCKLEY COUNTRY PARK CONTRIBUTION

The Owner hereby covenants and agrees with the Council to pay to the Council prior to Commencement of the Development the Stockley Country Park Contribution (to be utilised by the Council to improve access to, and the enhancing the routes within Stockley Country Park which shall include (but may not be limited to) measures to improve connectivity across the park for cyclists and walkers by linking the key points of access at Colham Roundabout, Goulds Green, Bollingbroke Way, Furzeground Way, Horton Road and Chestnut Avenue)



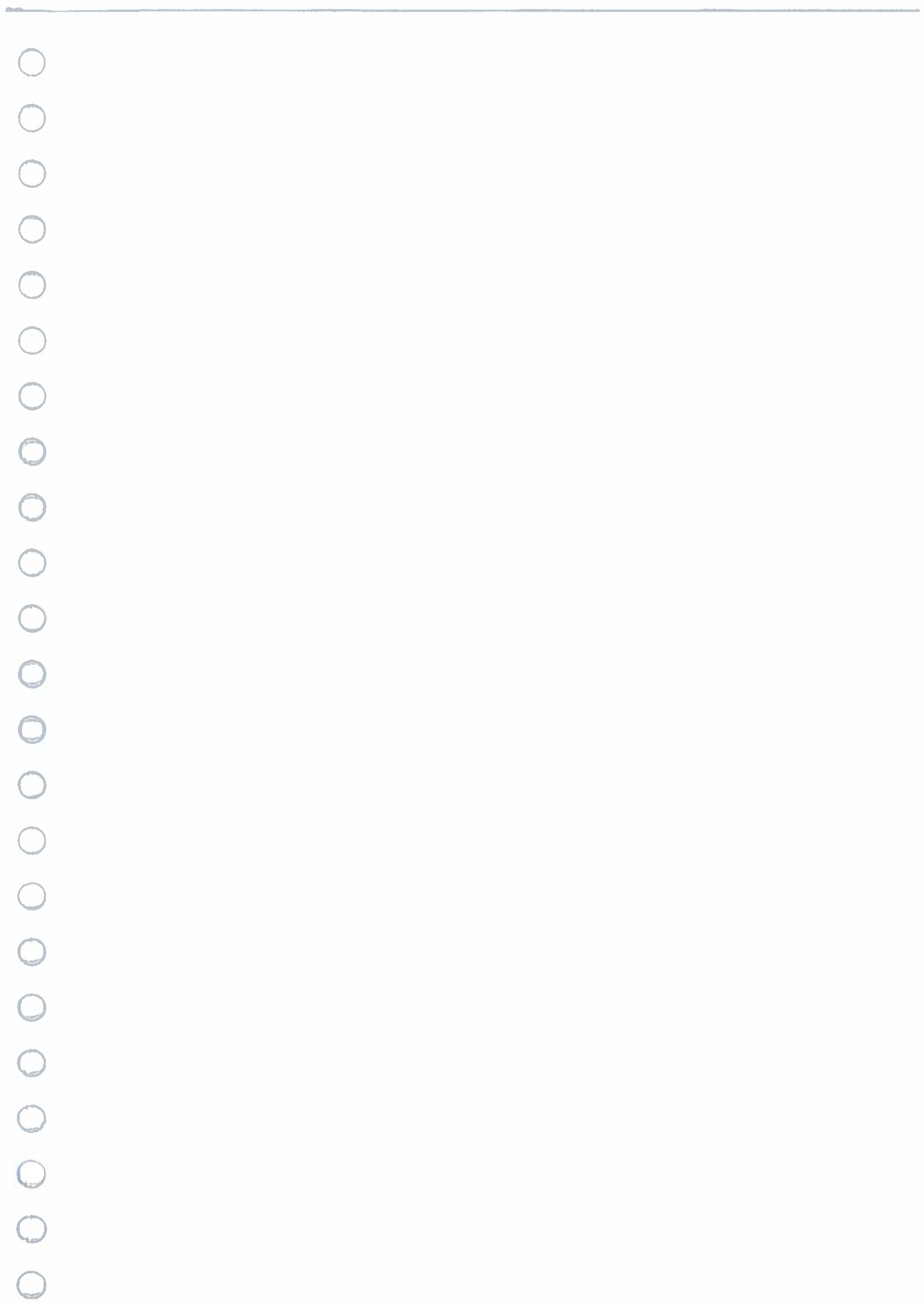
SCHEDULE 4
CANALSIDE LANDSCAPING & MAINTENANCE

1. To carry out the Canalside Landscaping Strategy & Maintenance Regime and the Canal Wayfinding & Access Improvement Measures in accordance with the approved plan and approved specification referred to in plan ref: 1982-19-03.dwg Rev. D, or as otherwise agreed in writing by the Local Planning Authority.
 2. Unless otherwise agreed in writing by the Council not to occupy or allow to be occupied any part of the Development before the Canalside Landscaping Strategy & Maintenance Regime and Canal Wayfinding & Access Improvement Measures have been completed to the satisfaction of the Council to be confirmed in writing.
Thereafter to retain and maintain the Canal and Towpath Land including a permissive public access from the towpath onto those parts of the Site which are not within plots demised to the Unit Occupiers at its own cost for the lifetime of the Development.
Such maintenance to be the subject of a maintenance plan that shall be submitted to the Council and Canal and River Trust in writing for approval which shall include as a minimum procedures for regular clearing of litter, graffiti removal, public accessibility and maintaining the towpath surfacing PROVIDED THAT the obligation in the paragraph to retain and maintain the Canal Towpath Land shall be subject to the Owner obtaining satisfactory legal rights to access and maintain the Canal Towpath Land.
- Ecological Assessment**
3. To carry out the surveys and implement the requirements in accordance with the Ecological Assessment dated June 2020.
 4. Not to undertake the Canalside Landscaping Strategy & Maintenance Regime and except in accordance with the requirements of the ecological assessment as approved.



SCHEDULE 5
LANDSCAPING IRON BRIDGE ROAD

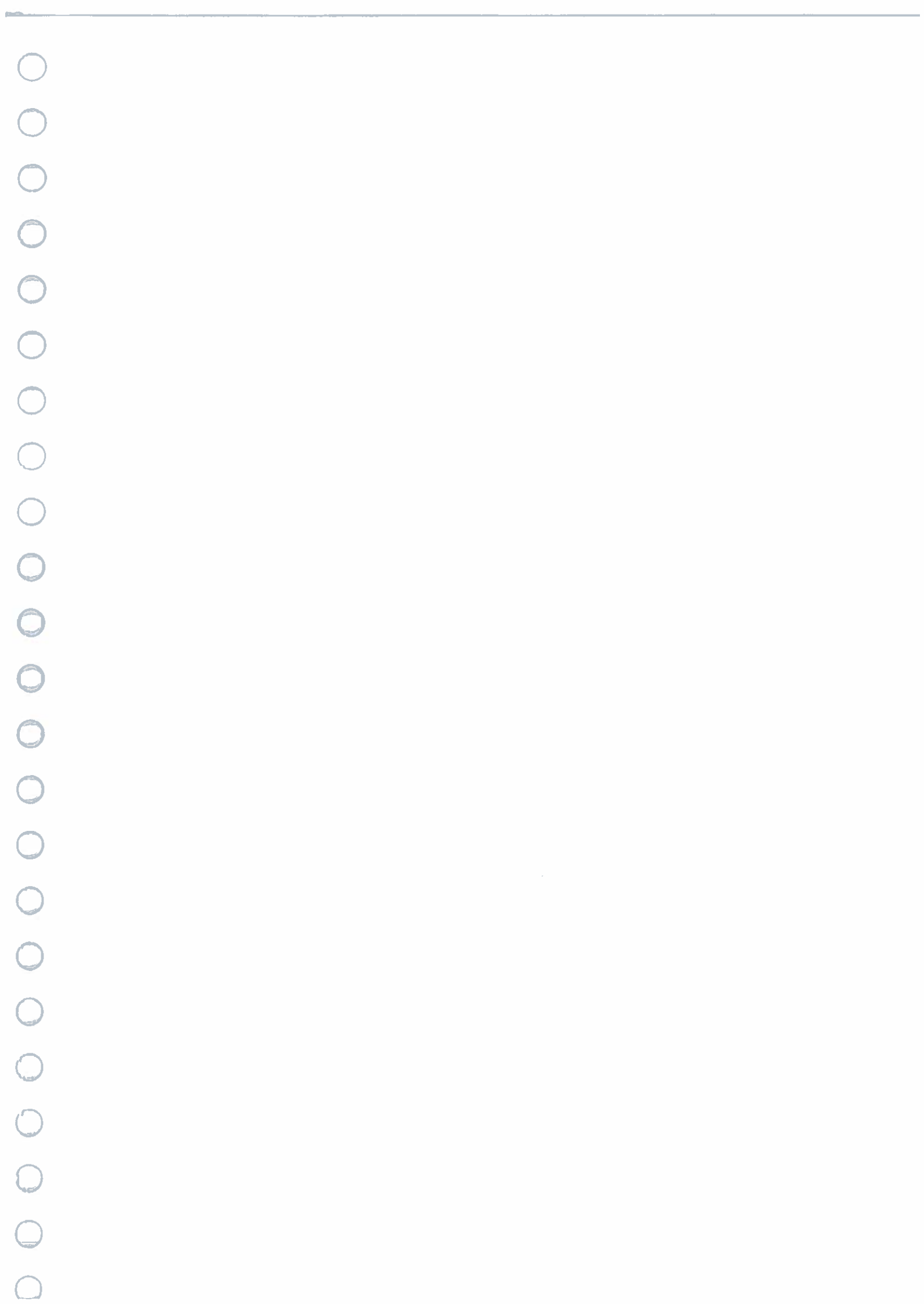
1. Prior to Occupation, to carry out Iron Bridge Road Landscaping Works or such other landscaping works along Iron Bridge Road as otherwise agreed in writing by the Local Planning Authority.
2. Unless otherwise agreed in writing by the Council not to occupy or allow to be occupied any part of the Development before the Iron Bridge Road Landscaping Works have been completed to the satisfaction of the Council to be confirmed in writing.
3. Thereafter to retain and maintain the Landscaping Works approved onto those parts of Land which are not within plot demised to the Unit Occupiers at its own cost for the lifetime of the Development..



SCHEDULE 6
TRAVEL PLAN

In this Schedule 1 the following definitions shall apply:

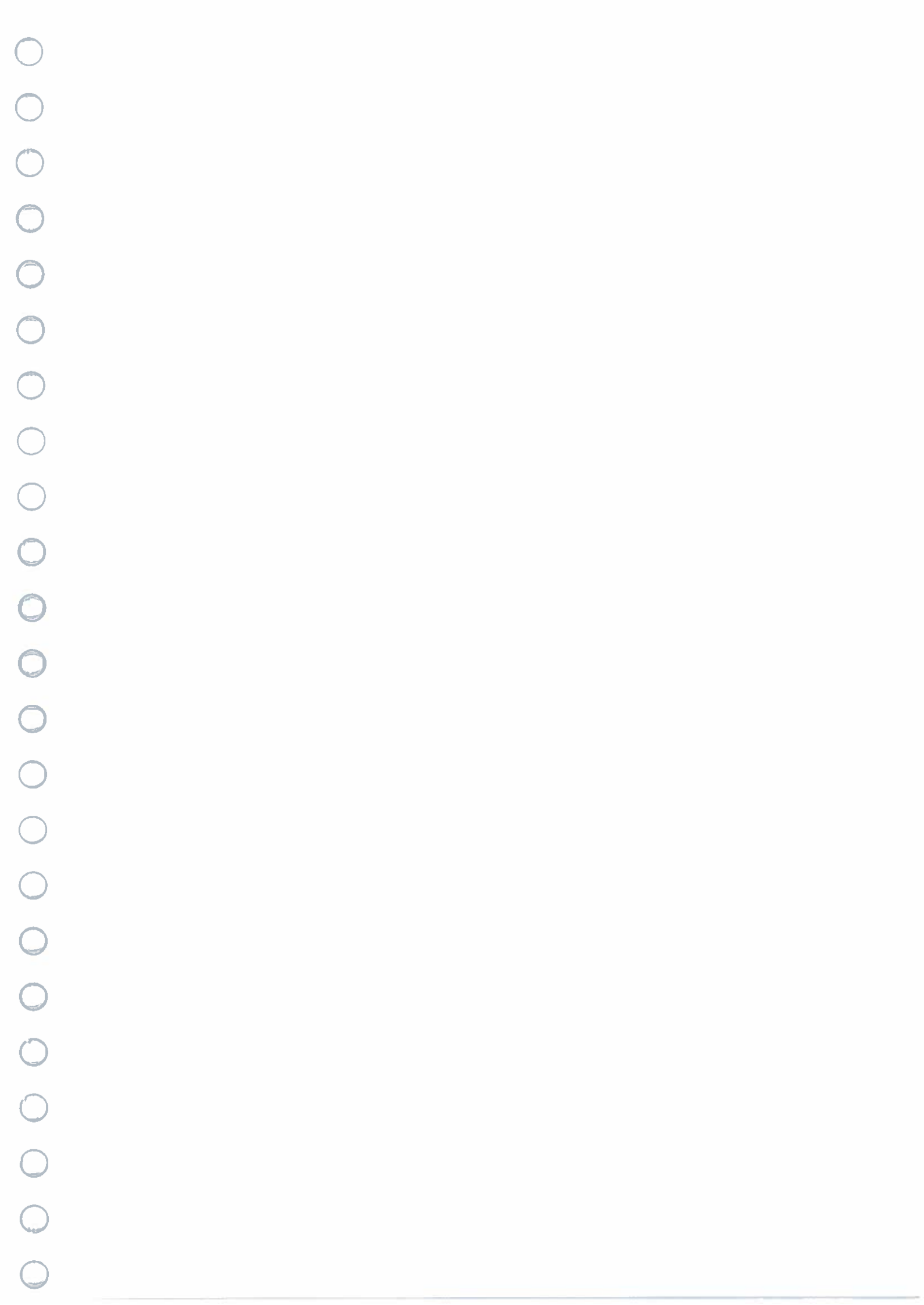
'Auditor'	means a suitably qualified, experienced and independent person nominated by the Owner and approved in writing by the Council for the purpose of verifying the results of Monitoring
'Car'	means a four wheeled motor vehicle other than one powered by electricity
'Monitoring'	means a survey of employees 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 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 ten (10) years beginning on Occupation of the Development
'Employees/visitors'	means a person making the journey from 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 Travel Plan which shall be submitted to and approved by the Council for the Development
'Travel Plan Co-ordinator'	means the person or persons to be appointed by the Owner to act as Co-ordinator of the Travel Plan who shall be responsible for the implementation, monitoring and progress



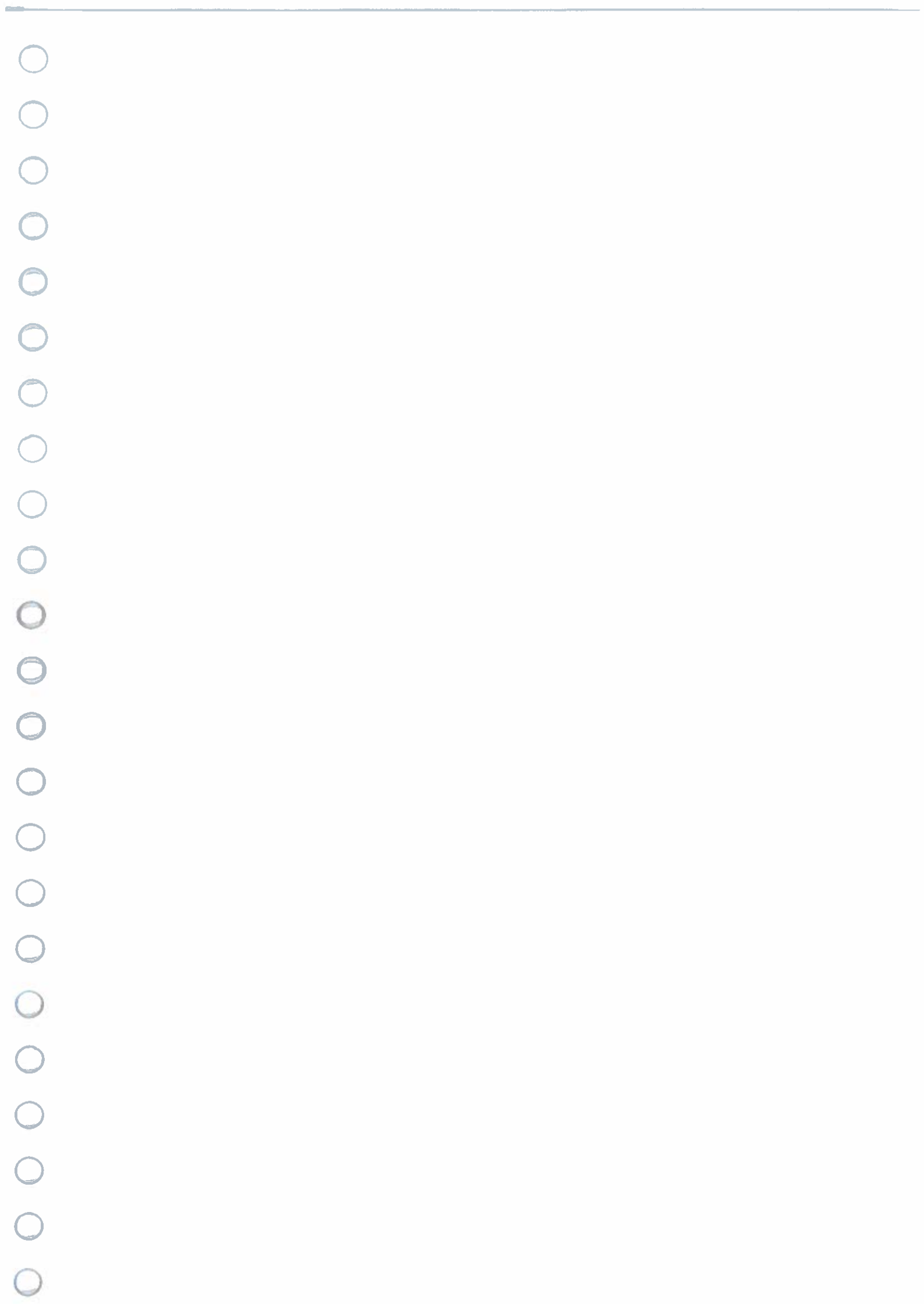
reporting of the Travel Plan for a period of not less than the Monitoring Period in order to achieve the objectives of the Travel Plan	
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The Owner hereby covenants and agrees with the Council as follows:

1. Not to Occupy the Development until the Travel Plan has been submitted to and approved in writing by the Council (such approval not to be unreasonably withheld or delayed).
2. The Travel Plan shall include as a minimum:
 - 2.1. Details as to compliance with TfL methodology and details of the methodology to be used to implement and monitor the Travel Plan;
 - 2.2. The length of the monitoring period for the Travel Plan which shall not be less than the Monitoring Period for the individual occupier;
 - 2.3. A timetable for the preparation, implementation, monitoring and review of all stages of the Travel Plan;
 - 2.4. Details as to how the Travel Plan will integrate with and take account of the Stockley Park travel plans;
 - 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 Owner shall procure implementation of the Travel Plan as soon as reasonably practicable and in any event no later than two (2) months following first Occupation of the Development.
4. To fund and procure the implementation of the Travel Plan in accordance with the actions and timetable specified therein and thereafter shall use reasonable endeavours to procure compliance with the Travel Plan for the Monitoring Period.
5. The Owner shall not Occupy any part of the Development until a Travel Plan Co-ordinator has been appointed and details of the name, office, address, email address and telephone number of the said 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 Monitoring and auditing and any remuneration and expenses payable to the Travel Plan Co-ordinator and the Auditor.
7. In the event that the 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 Travel Plan Co-ordinator as soon as reasonably practicable.



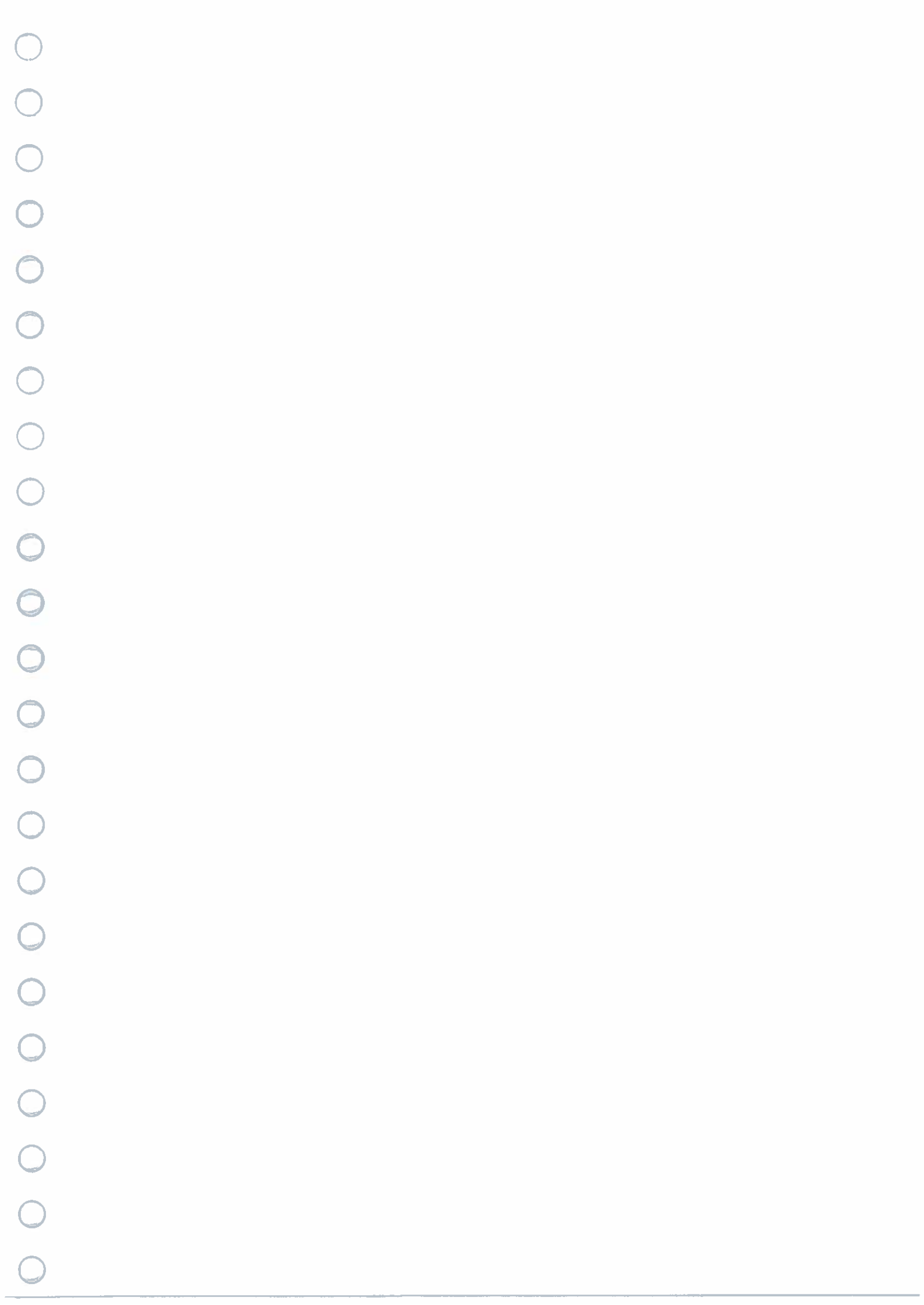
8. Following approval of the Travel Plan for the Development the Travel Plan Co-ordinator shall monitor and review the Travel Plan for a period of not less than the Monitoring Period including undertaking the following:
- 8.1. within twenty eight (28) days of the Occupation of the Development to provide written details of the Travel Plan to all new occupiers of the Development;
- 8.2. to use all reasonable endeavours to ensure that occupiers of the Development comply with the Travel Plan;
- 8.3. to undertake the initial Monitoring survey which shall not be carried out later than one (1) year after Occupation of the Development and to undertake an annual review of the 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 and visitors disclosed by any monitoring surveys or copies of any questionnaires completed by employees and visitors;
- 8.5. to secure that the results of each Monitoring 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 use reasonable endeavours to procure that the Unit Occupiers implement any reasonable recommendations made by the Council following each annual review of the 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 Travel Plan Bond in order to secure the due performance by the Owner of its Monitoring and reporting obligations, or the achievement of Targets as contained in the Travel Plan.
11. In the event of default by the Owner to submit one or more Monitoring surveys, as detailed in the Travel Plan, within the timescale specified therein, the Council shall give written notice to the Owner of its intention to draw down on the Travel Plan Bond if compliance is not achieved within 28 days of receipt of the notice.
12. Further to paragraph 11 of this Schedule 1, if compliance is not achieved within the 28 day period then the Council may draw down on the Travel Plan Bond in the circumstances set out in paragraph 13 of this Schedule 1.
13. The Council shall not be entitled to drawdown any of the 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 Travel Plan, within the timetable specified in the Travel Plan and the Council shall only be entitled to drawdown any of the Travel Plan Bond as is necessary in order to cover the cost the Council incurs in carrying out the said Travel Plan Monitoring surveys or implementing measures to achieve compliance with the aims of the Travel Plan.
14. The Travel Plan Bond shall be released following the expiration of the Monitoring Period.



SCHEDULE 7
CARBON FUND

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

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



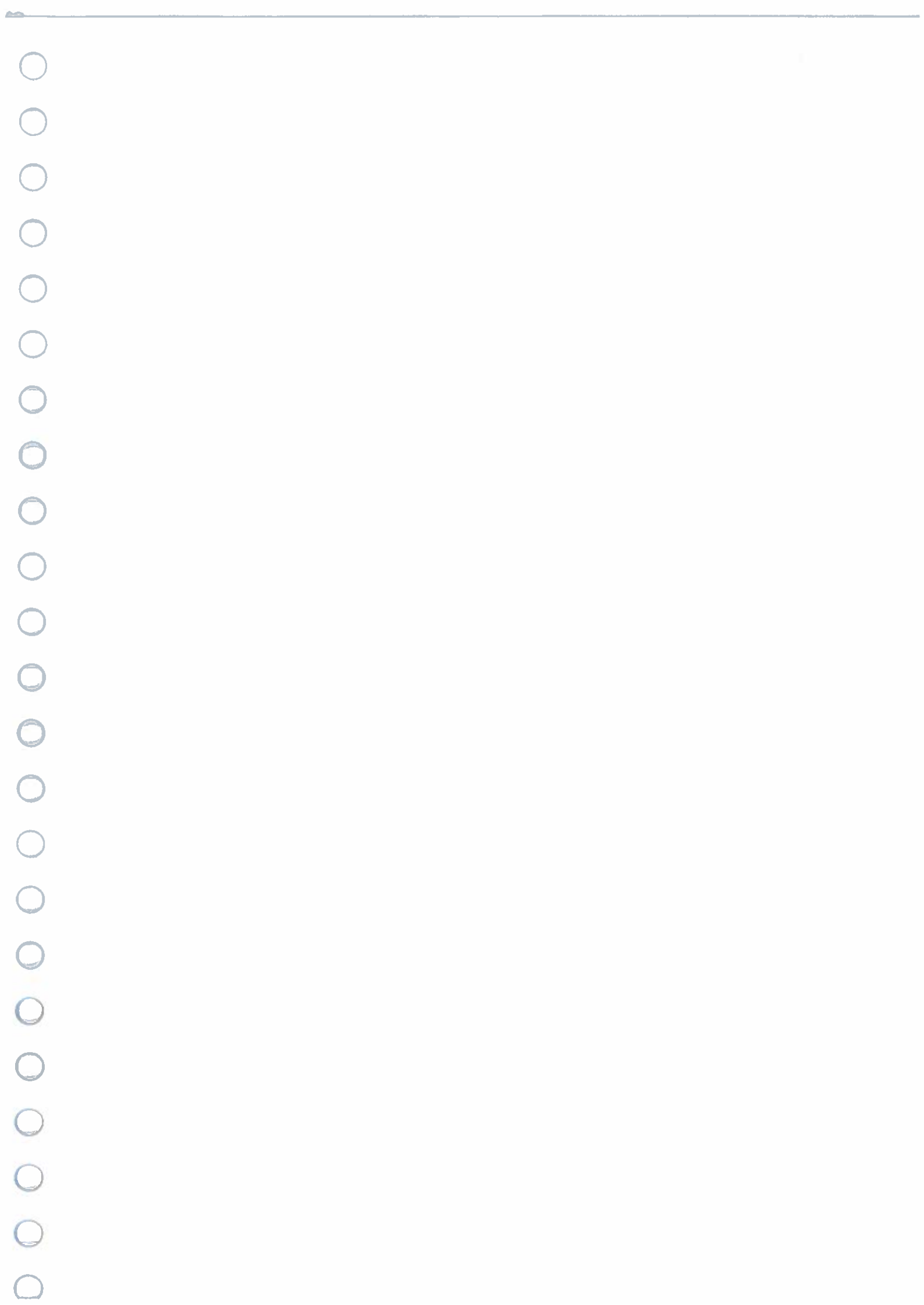
SCHEDULE 8

CARBON REPORTING CLAUSE

Where the report submitted pursuant to condition 19 of the Planning Permission does not show that the Owner has met the ongoing Carbon Dioxide Savings required by condition 13 of the Planning Permission, the Owner shall submit a plan to the Council that identifies alternative measures to ensure that the Carbon Dioxide Savings required by condition 13 can be met.

Such Carbon Dioxide Savings can be identified elsewhere within the Development or through an offsite contribution to the Council of £1800/tCO₂ short of the required targets and must demonstrate that the savings required by Condition 13 are being met either within the Development or a combination of within the Development and through an offset payment to the Council.

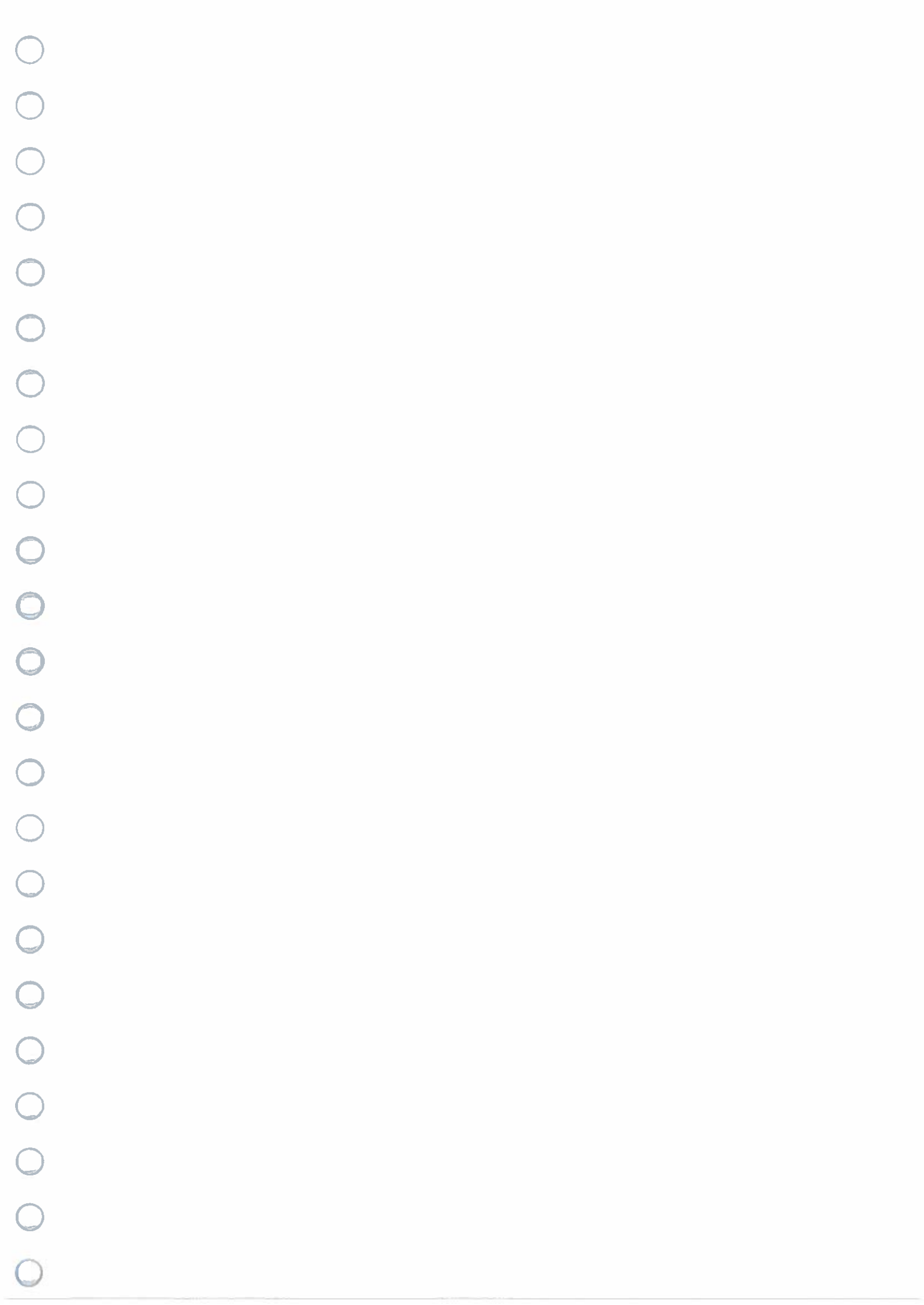
The plan must be agreed in writing with the Council and the measures recorded, monitored and reported in accordance with the requirements of Condition 19.



SCHEDULE 9
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 10
EMPLOYMENT STRATEGY & CONSTRUCTION TRAINING

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

Construction Training Scheme: In-kind Provision

1. Securing an employment or training agreement is the Council's priority. The Construction Training Contribution will only be acceptable in exceptional circumstances as set out in the Council's Planning Obligations Supplementary Planning Document.

2. Prior to Commencement of Development to meet (along with the Owner's main contractor) with representatives from the Council's partnership team and agree the basis and methodology of the Construction Training Scheme for this Development.

3. The Owner shall implement and adhere to the agreed Construction Training Scheme during the construction of the Development in order that obligations in this Schedule are met.

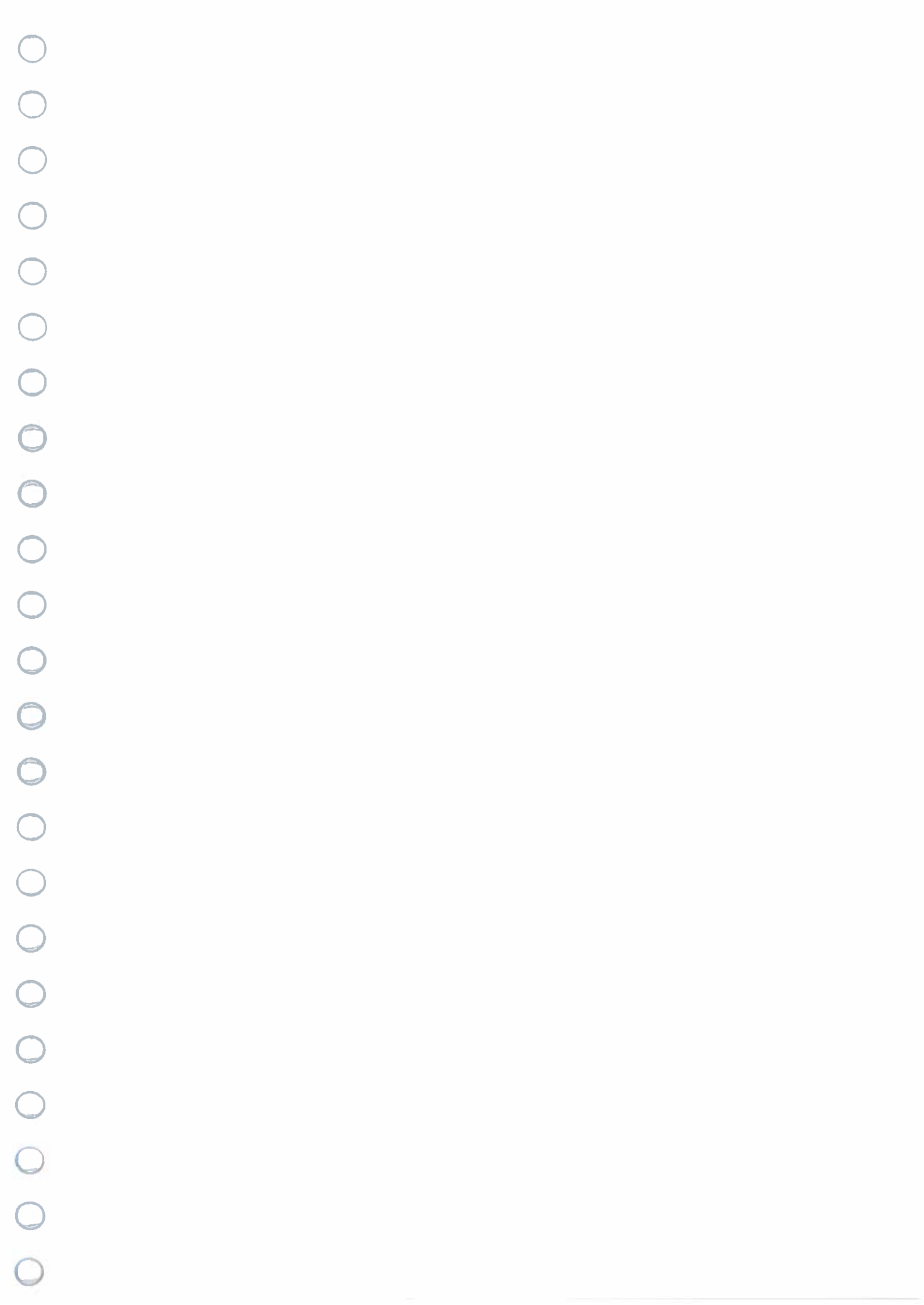
4. The Owner shall issue a written statement to prospective contractors and sub-contractors at the tendering of work stage for the Development, which sets out the obligations in this Schedule and the Owner's commitment to ensuring that the obligations contained in this Schedule are complied with.

5. Prior to Commencement of the Development, the Owner and the Council shall agree the Co-ordinator Costs (if any).

6. Prior to Commencement of the Development, the Owner shall pay the agreed Co-ordinator Costs to the Council (if any).

7. Not to Commence or cause or permit to be Commenced any part of the Development until the obligations contained in paragraphs 2 - 6 of this Schedule have been complied with.

8. In the event of Significant Under-Performance the Council reserves the right to request the Construction Training Contribution. The Owner will have a period of not less than 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 Construction Training Scheme then the Construction Training Contribution will not be payable by the Owner and the request for payment will be withdrawn by the Council.



9. In the event of Significant Under-Performance, not to Occupy or cause to be Occupied any part of the Development before the Construction Training Contribution is paid to the Council in accordance with the Council's Planning Obligations Supplementary Planning Document as at the date of this Deed.

Construction Training Contribution in lieu

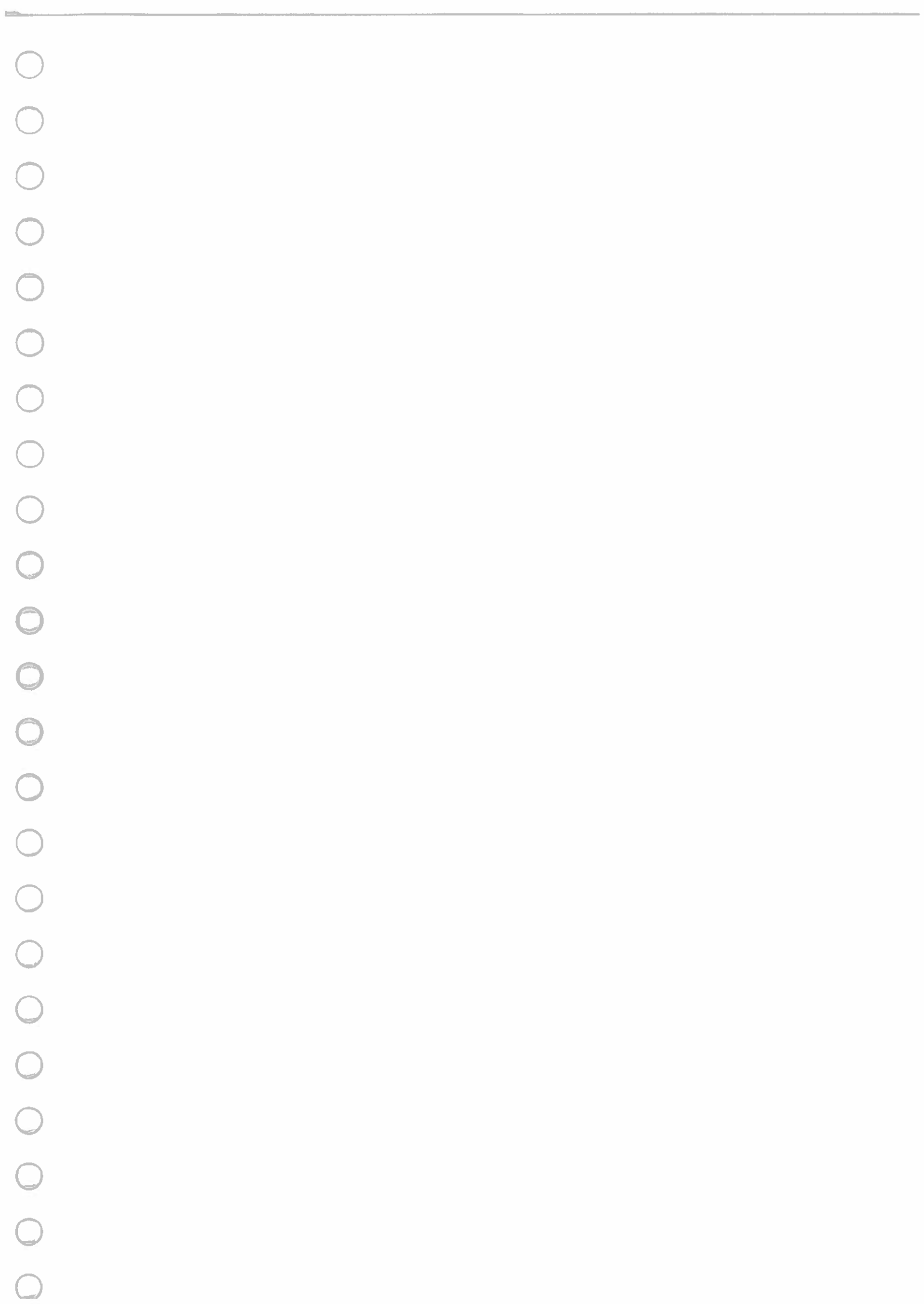
10. The Construction Training Scheme will not be required and the obligations within **paragraphs 2 – 9** (inclusive) above shall not apply where the Owner and the Council agree in writing prior to Commencement of Development that the Owner shall pay the Construction Training Contribution in lieu of provision of the Construction Training Scheme. In the event that the parties agree that the Construction Training Contribution is due this shall be paid to the Council prior to Commencement of the Development

11. Not to Occupy or cause to be Occupied any part of the Development before either:

11.1 the approved Construction Training Scheme has been implemented and delivered by the Owner throughout the construction period of the Development in accordance with the approved scheme and the Co-ordinator Costs have been paid to the Council (if any); or

11.2 in the event of Significant Under-Performance the Construction Training Contribution has been paid to the Council; or

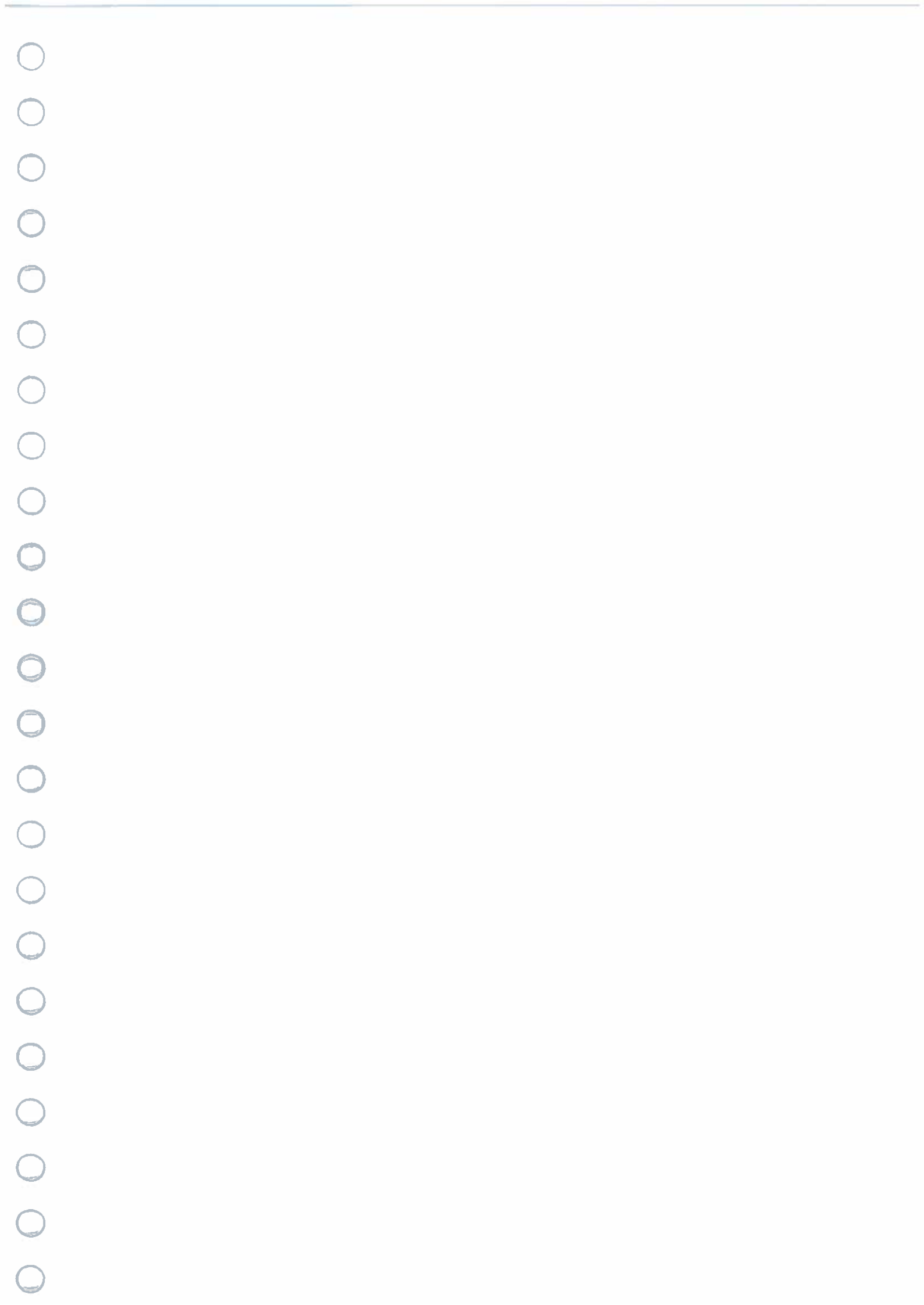
11.3 the Construction Training Contribution has been paid to the Council pursuant to paragraph 10 above.



SCHEDULE 11
SCULPTURE

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

1. Prior to commencement of the Development, the Sculpture shall be securely stored on site until approved plans referred to in Paragraph 2 are provided.
2. Prior to occupation written approval from the Local Planning Authority shall be obtained showing a new location for the Sculpture within the Site, Prologis Park West London, Stockley Park: Business Park Phase I and II, and County Park and Golf Course or as otherwise agreed by the Council.
3. Unless otherwise agreed in writing by the Council not to occupy or allow to be occupied any part of the Development before the Sculpture is installed the location approved in Paragraph 2 of this Schedule or otherwise agreed in writing by the Council.

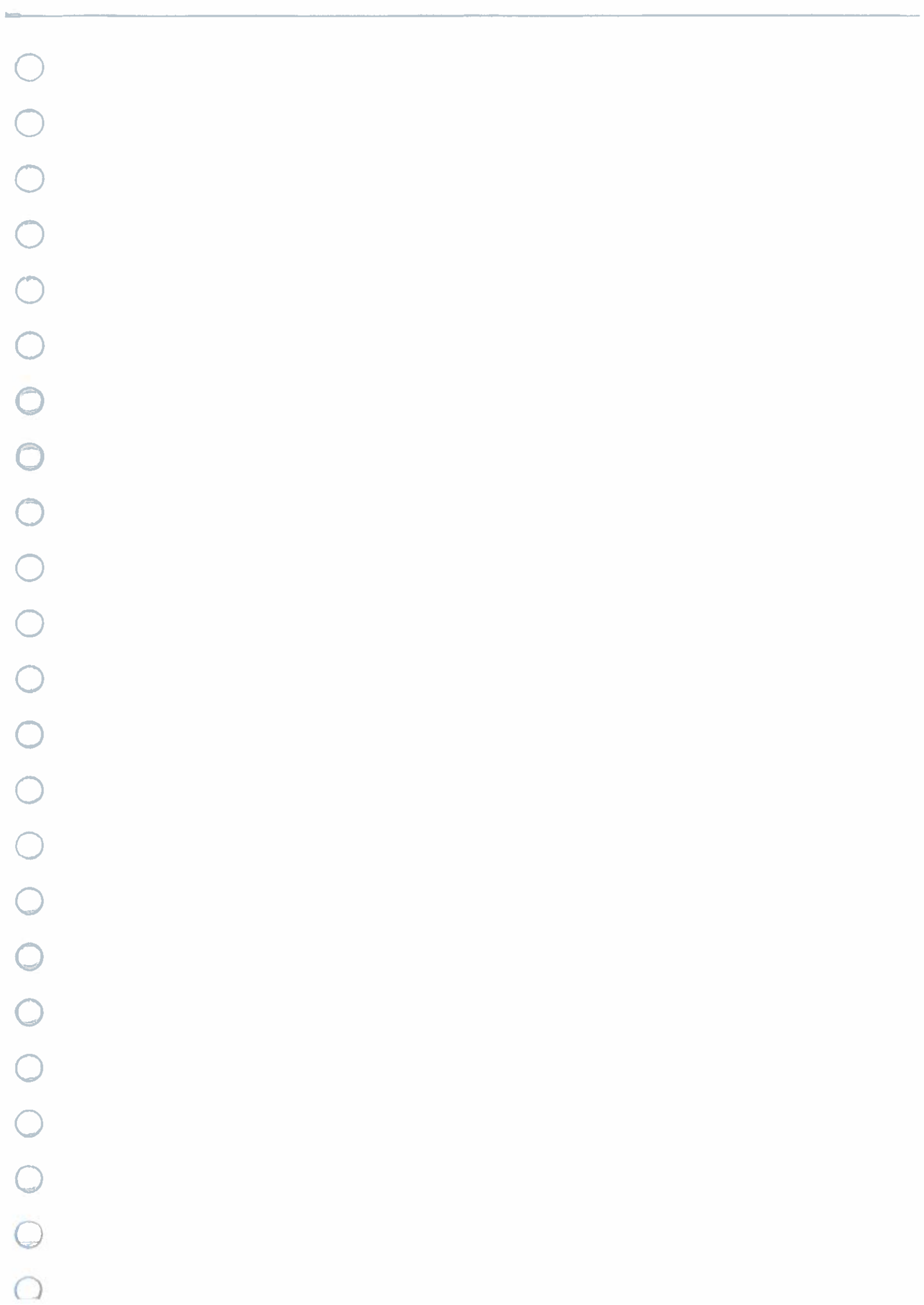


SCHEDULE 12

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

TO: PRINCIPAL PLANNING OBLIGATIONS OFFICER
RESIDENTS SERVICES

LONDON BOROUGH OF HILLINGDON

3N CIVIC CENTRE

HIGH STREET UXBRIDGE

MIDDLESEX UB8 1UW

cli@hillingdon.gov.uk

FORM PO1

SECTION 106/278 LEGAL AGREEMENT

SITE ADDRESS:

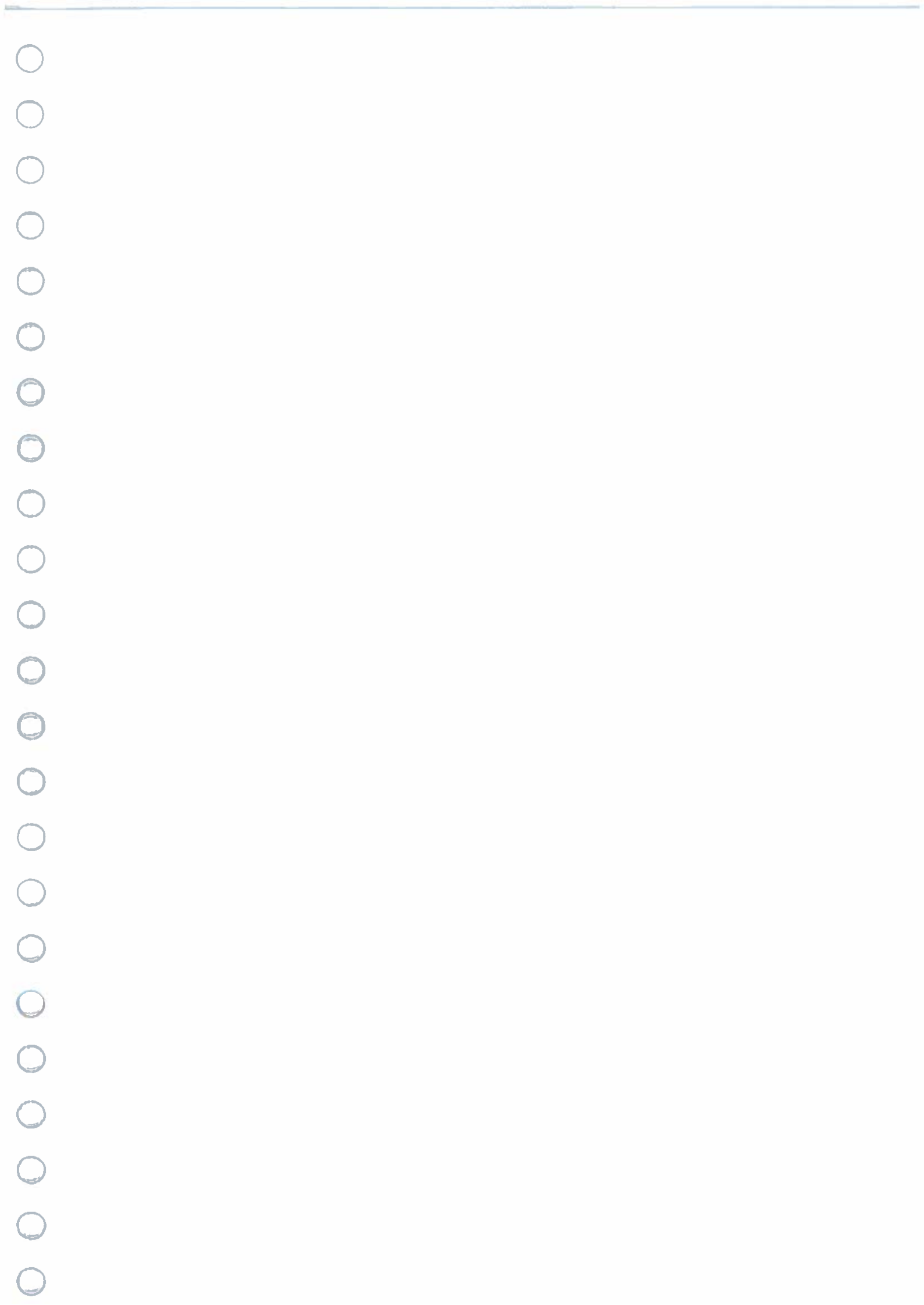
PLANNING REFERENCE:

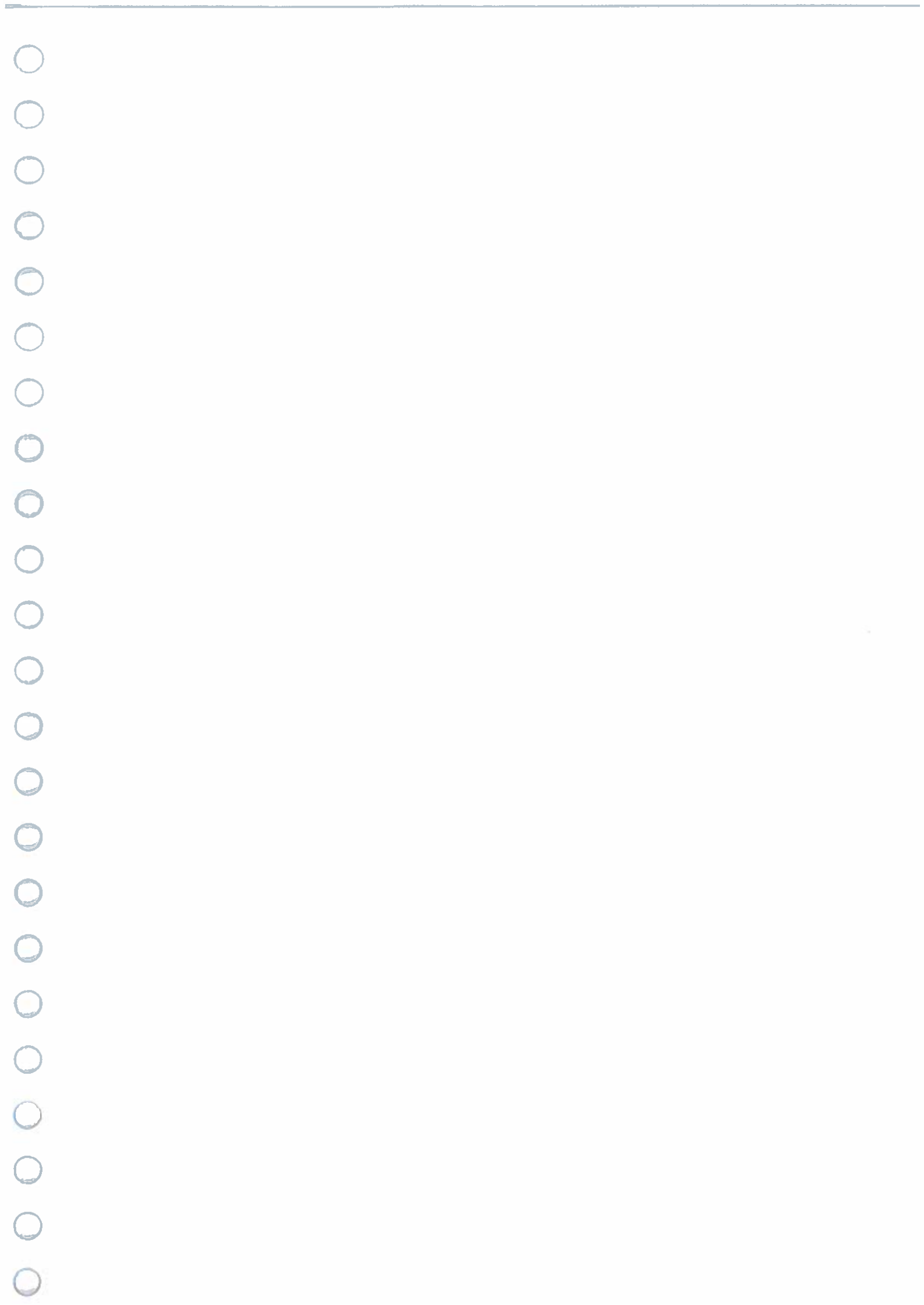
DESCRIPTION OF DEVELOPMENT:

DATE OF COMMITTEE AUTHORISATION:

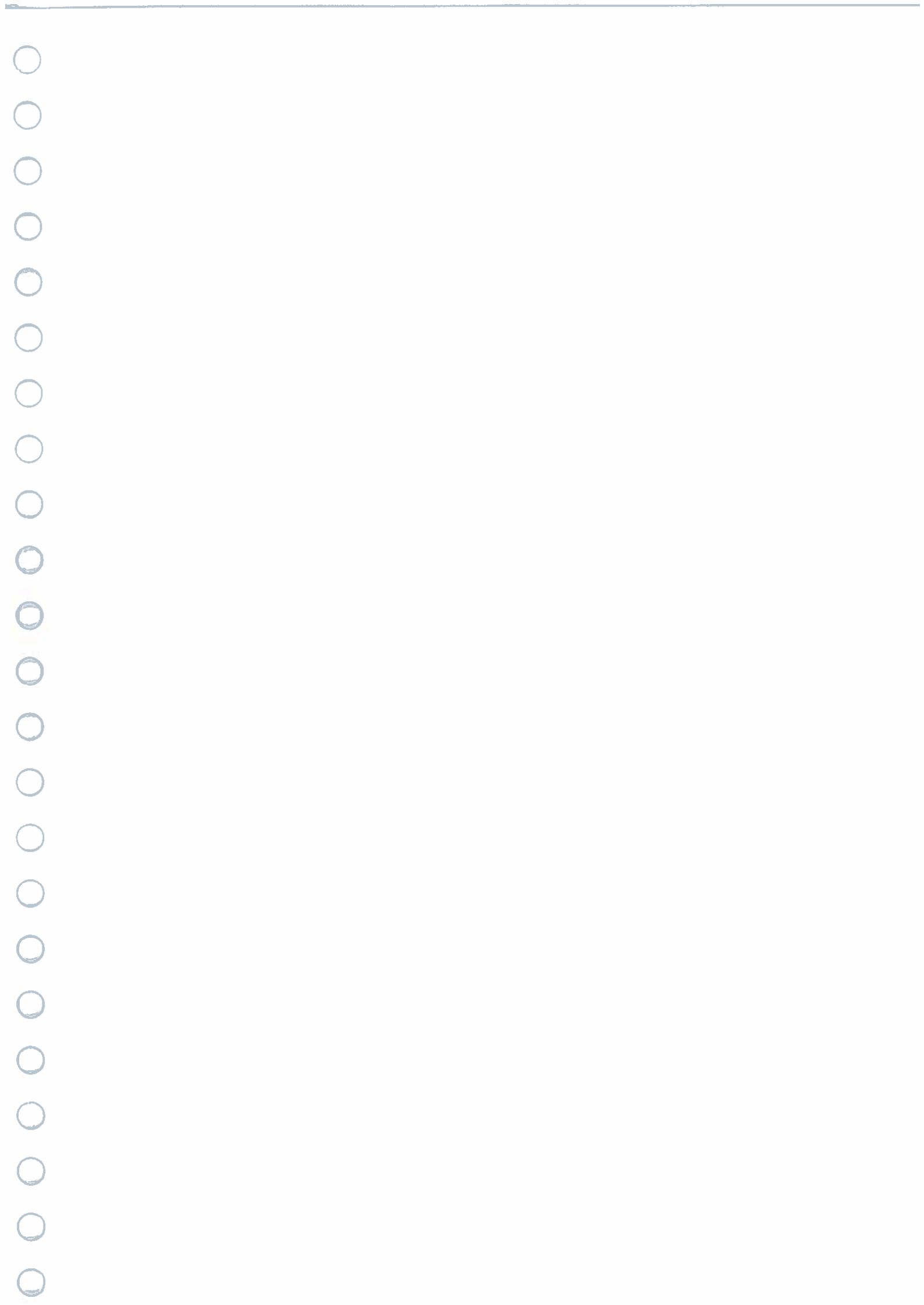
SECTION 106 OBLIGATIONS:

DATE OF IMPLEMENTATION OF DEVELOPMENT:

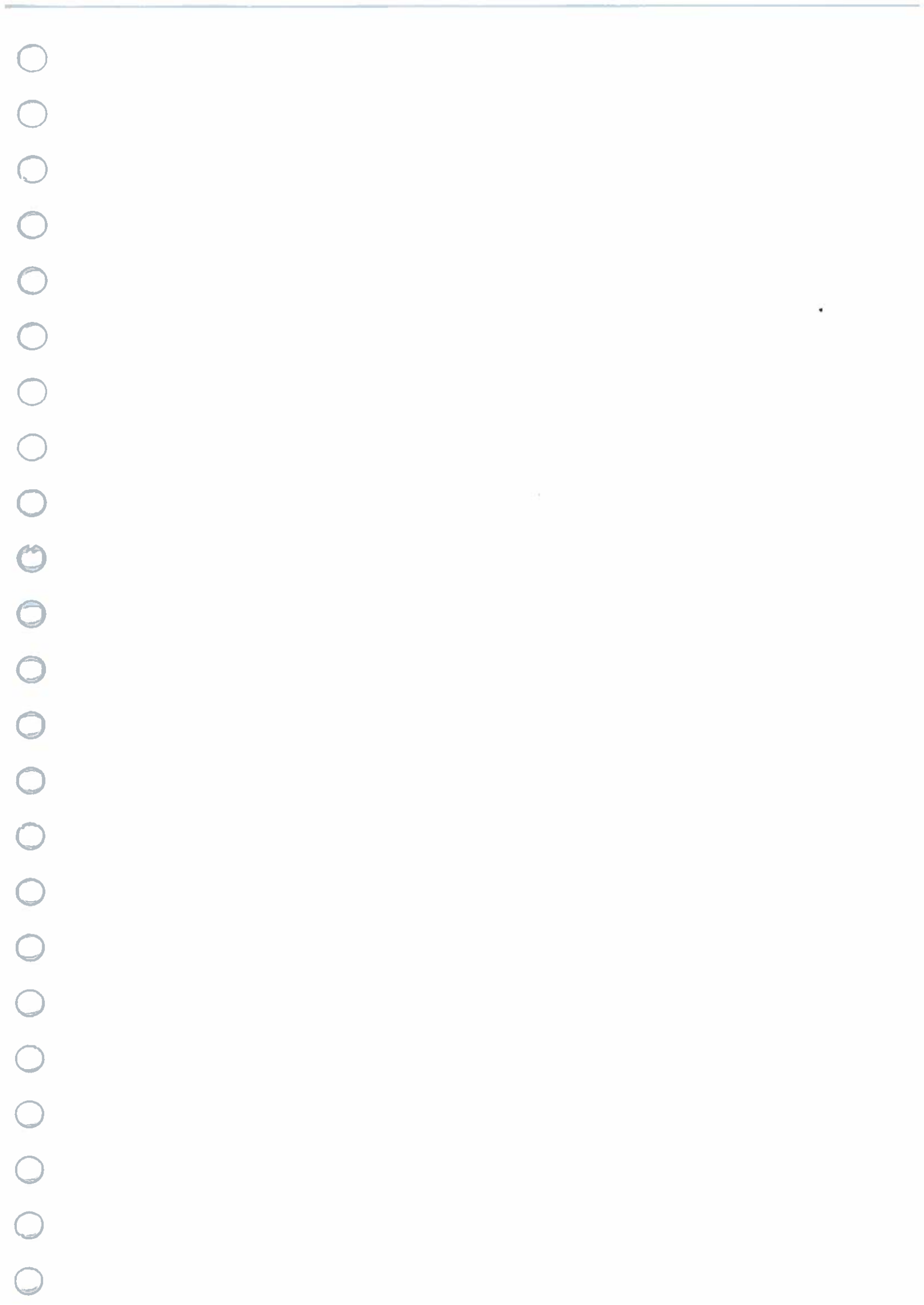


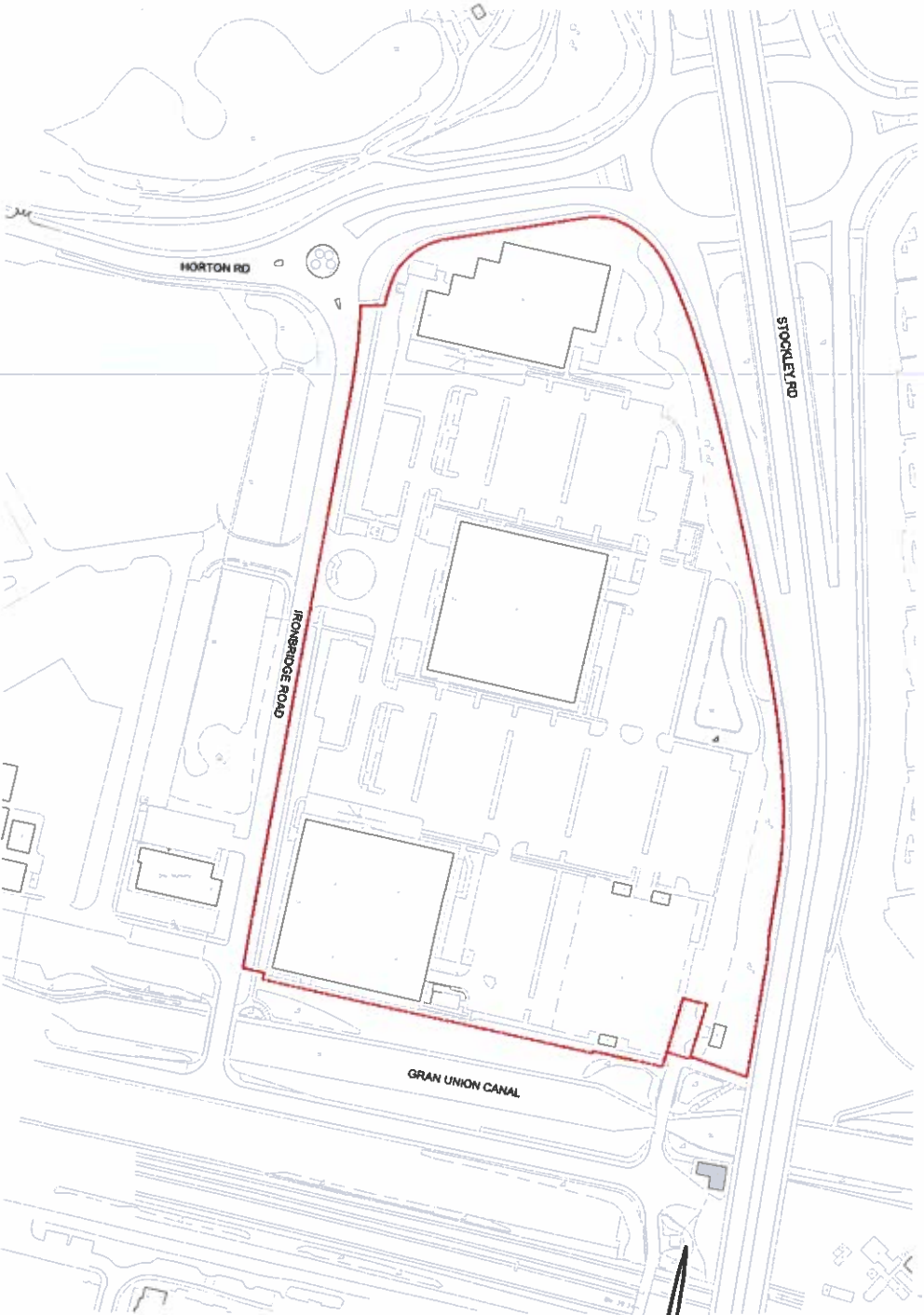


MAINTENANCE COSTS (COMPUTED SUM)	
INTEREST BEARING ACCOUNT FOR BENEFIT OF OBLIGATIONS	YES/NO



APPENDIX 2
PLAN



01
200

1:1000

IRONBRIDGE ROAD

STOCKLEY RD

GRAN UNION CANAL.

MEMBER OF THE COUNCIL

SHARKS



11 Pump Plaza
St. Joseph, MO 64506
Circuit 200 200

2000

1

IRONBRIDGE ROAD, HAYES

LOCATION PLAN

PROLOGIS UK LTD

DATE	TIME
11/15/2009	11:00 AM

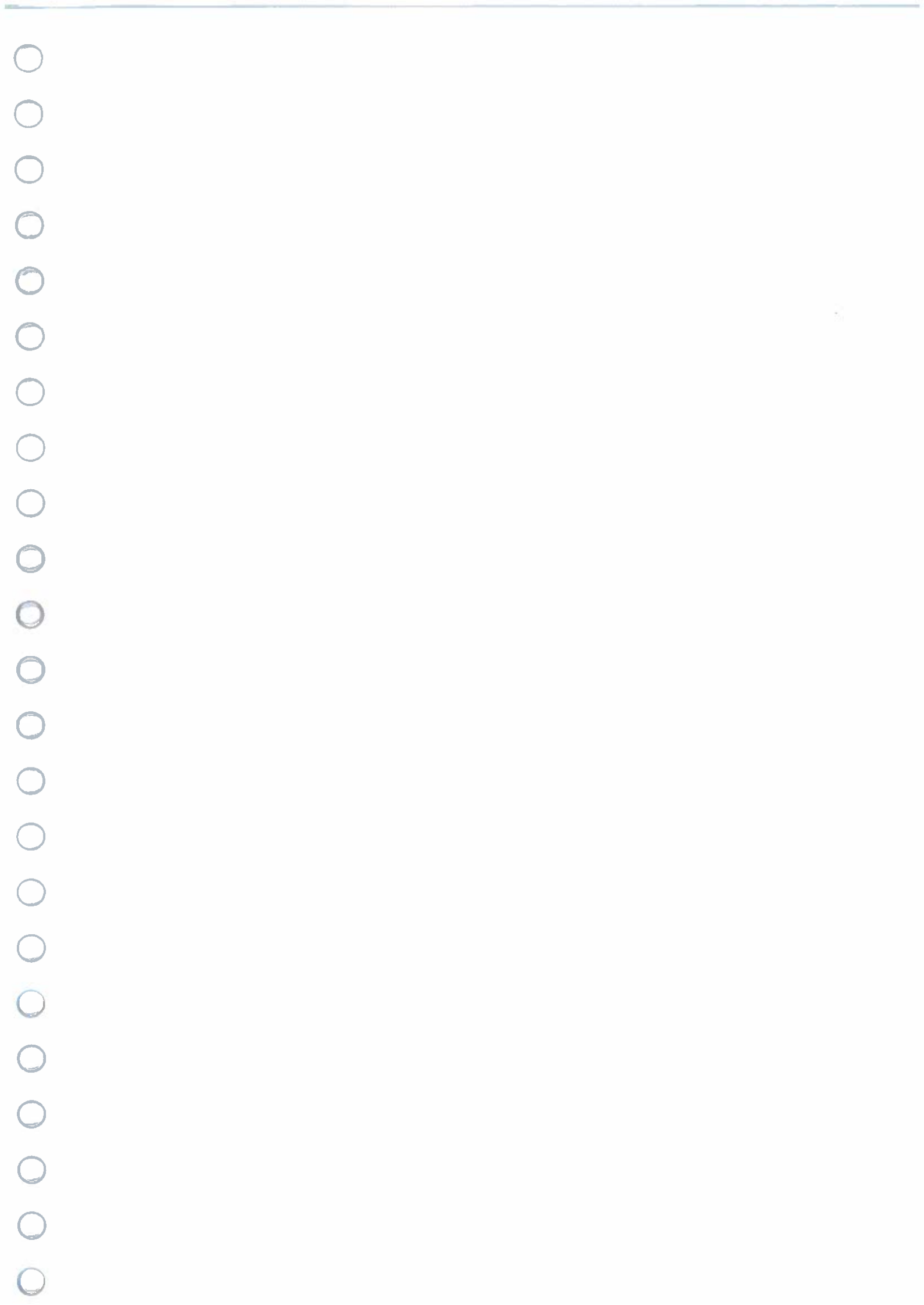
June 2020 1:1000g
pH 7.4
0.1M

FLOOR

Internal walls to

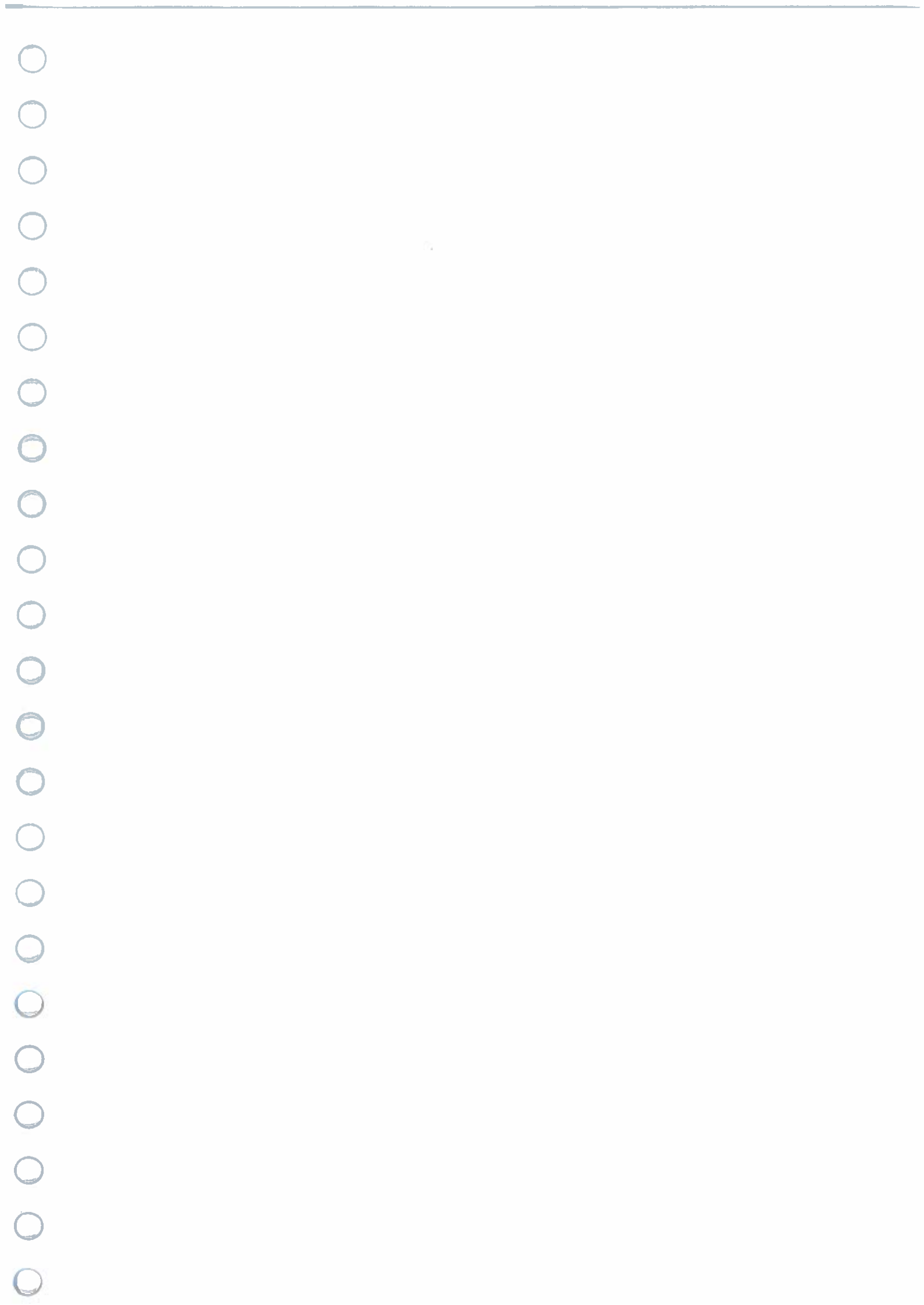
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002-74-8780C



DRAFT PLANNING PERMISSION

APPENDIX 3



DRAFT

Application Ref: 39207/APP/2020/2188

Mr Nick Green
Savills
33 Margaret Street
London
W1G 0JD

TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)
GRANT OF PLANNING PERMISSION

The Council of the London Borough of Hillingdon as the Local Planning Authority within the meaning of the above Act and associated Orders **GRANTS** permission for the following:-

Description of development:

Redevelopment of the site to provide two industrial units providing industrial floorspace (Use Class B1c/B2/B8) and ancillary offices together with associated parking, access arrangements, landscaping and infrastructure

Location of development: Gsk, Stockley Park Iron Bridge Road West Drayton

Date of application: 23 July 2020

Plan Numbers: See attached Schedule of plans

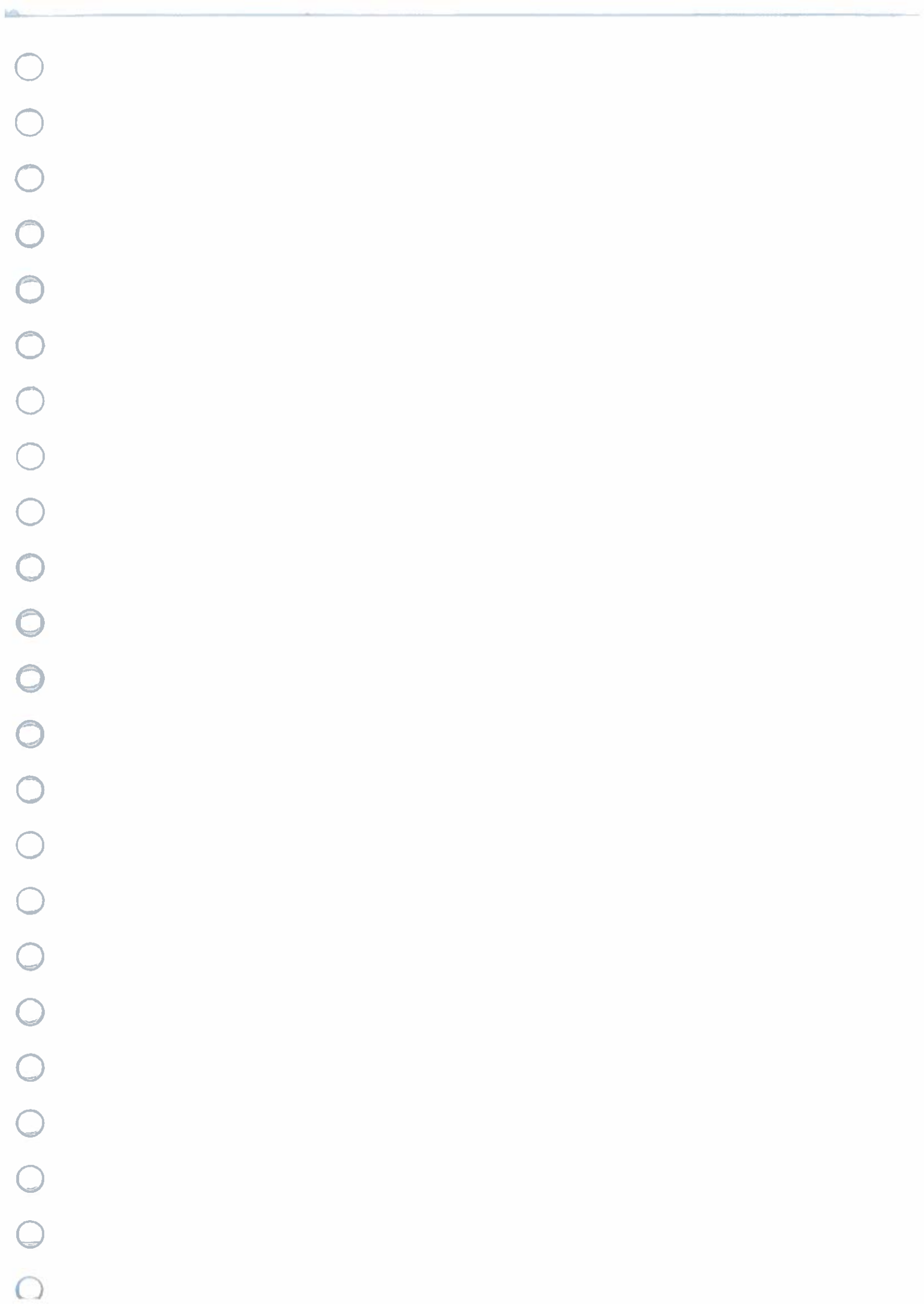
Permission is subject to the condition(s) listed on the attached schedule:-
Draft Decision Notice produced: 5 May 2021

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: 39207/APP/2020/2188

SCHEDULE OF CONDITIONS

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

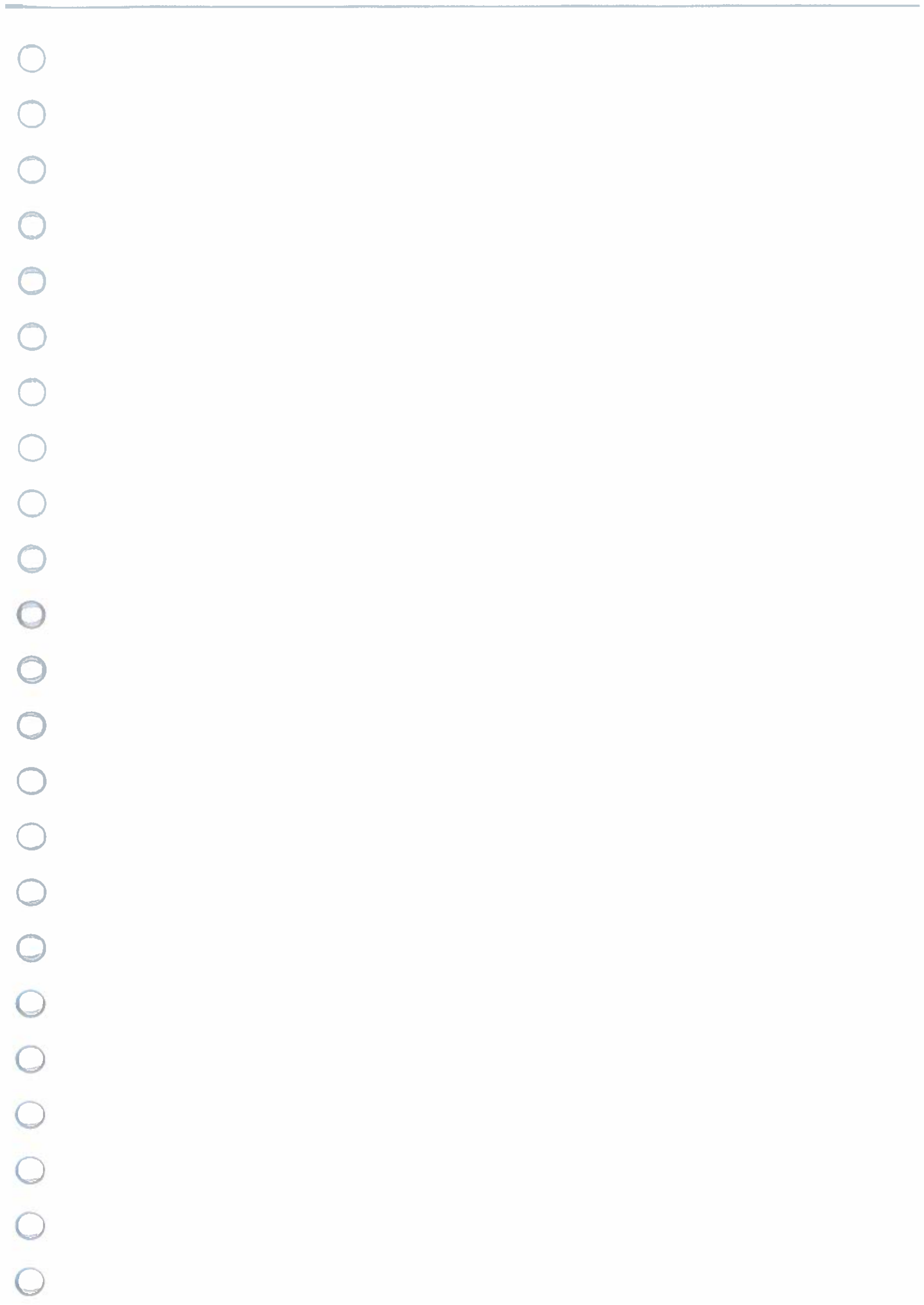
REASON

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: 30928-PL-200, 30928-PL-201D, 30928-PL-202A, 30928-PL-203C, 30928-PL-205A, 30928 PL 206C, 30928-PL-210, 30928-PL-211, 1982-19-03.dwg Rev. D, 1982-19-05.dwg 05 Rev. I, 1982-19-05.dwg 06 Rev. E, 1982-19-05.dwg 07 Rev. C, 1982-19-05.dwg 08 Rev. A, 1982-19-05.dwg 09 Rev. A, PPWLE-RPS-SI-XX-DR-C-1600 Rev. P04, PPWL-RPS-SI-XX-DR-D-1300 Rev. P04 and PPWL-RPS-SI-XX-DR-D-1302 Rev. P04 and 30928-PL-212 and shall thereafter be retained/maintained for as long as the development remains in existence.

REASON

To ensure the development complies with the provisions of the Hillingdon Local Plan: Part Two - Development Management Policies (2020) and the London Plan (2021).



SCHEDULE OF CONDITIONS

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

Covering Letter dated 03 July 2020

Design and Access Statement dated July 2020

Air Quality Assessment dated October 2020

Outline Construction Logistics Plan dated June 2020

Delivery and Servicing Plan dated June 2020

Ecology Assessment dated June 2020

Geo-Environmental - Preliminary Risk Assessment dated June 2020

Flood Risk Assessment dated June 2020

Drainage Design Philosophy dated October 2020

Framework Travel Plan dated July 2020

Transport Assessment dated July 2020

Statement of Community Involvement dated July 2020

Planning Statement dated July 2020

Energy Statement dated July 2020

Sustainability and Energy Statement dated July 2020

Noise and Vibration Assessment dated June 2020

Heritage Impact Assessment dated September 2020

Covering Letter - Submission of Heritage Impact Assessment dated September 2020

2020

Property Market Assessment dated June 2020

Landscape and Visual Impact Appraisal dated June 2020

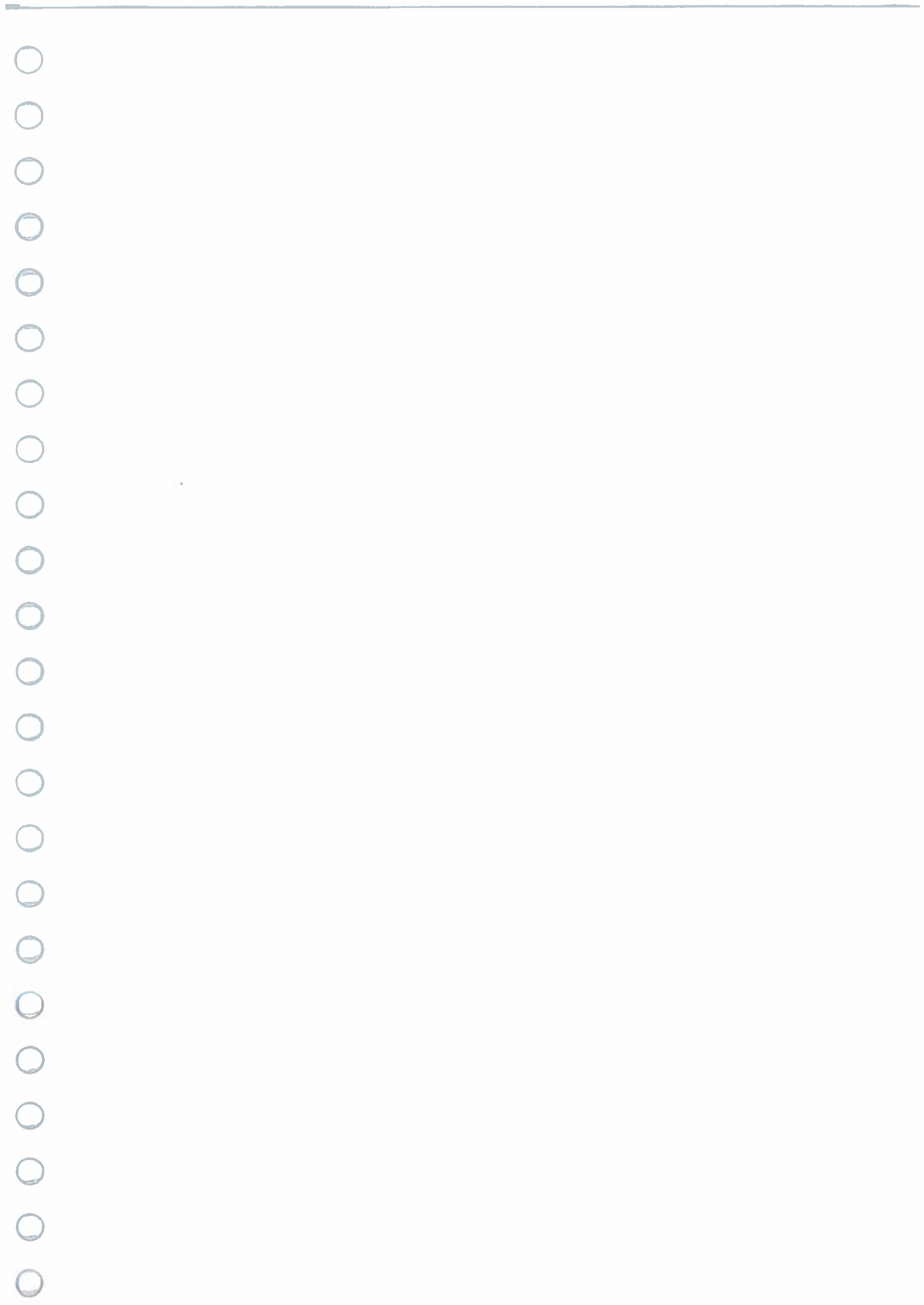
Landscape Design Statement Rev. B dated November 2020

Landscape Maintenance and Management Plan Rev. A dated November 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 the development complies with the provisions of the Hillingdon Local Plan: Part Two - Development Management Policies (2020) and the London Plan (2021).



SCHEDULE OF CONDITIONS

4. Prior to commencement of the development, a demolition management plan shall be submitted to and agreed in writing by the Local Planning Authority. The plan shall detail:

- (i) The phasing of demolition works.
- (ii) The hours of demolition work;
- (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 demolition process

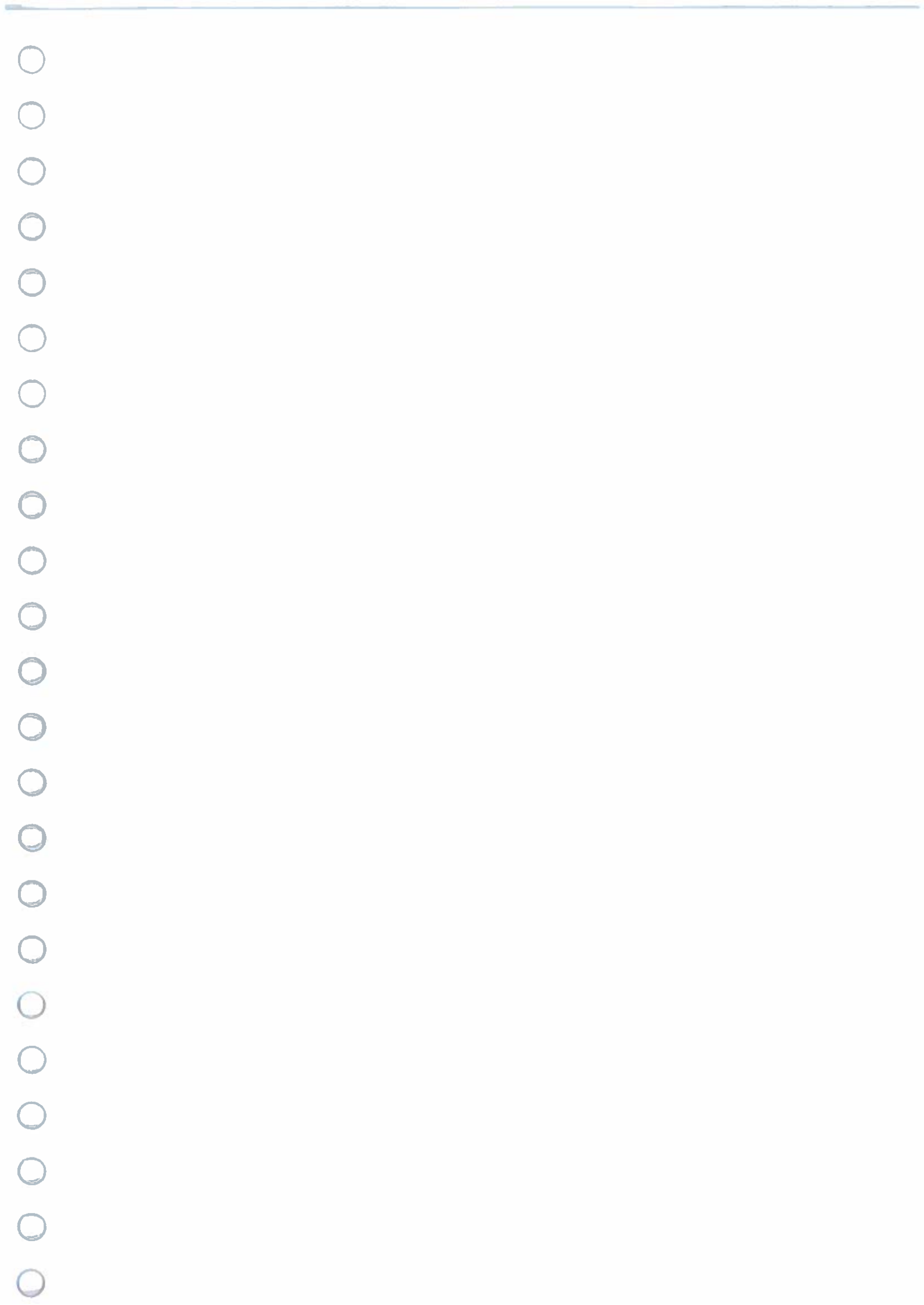
(vi) Measures to reduce the impact of the development on local air quality and dust through minimising emissions throughout the demolition and construction process.

(vii) The storage of demolition/construction materials on site.

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

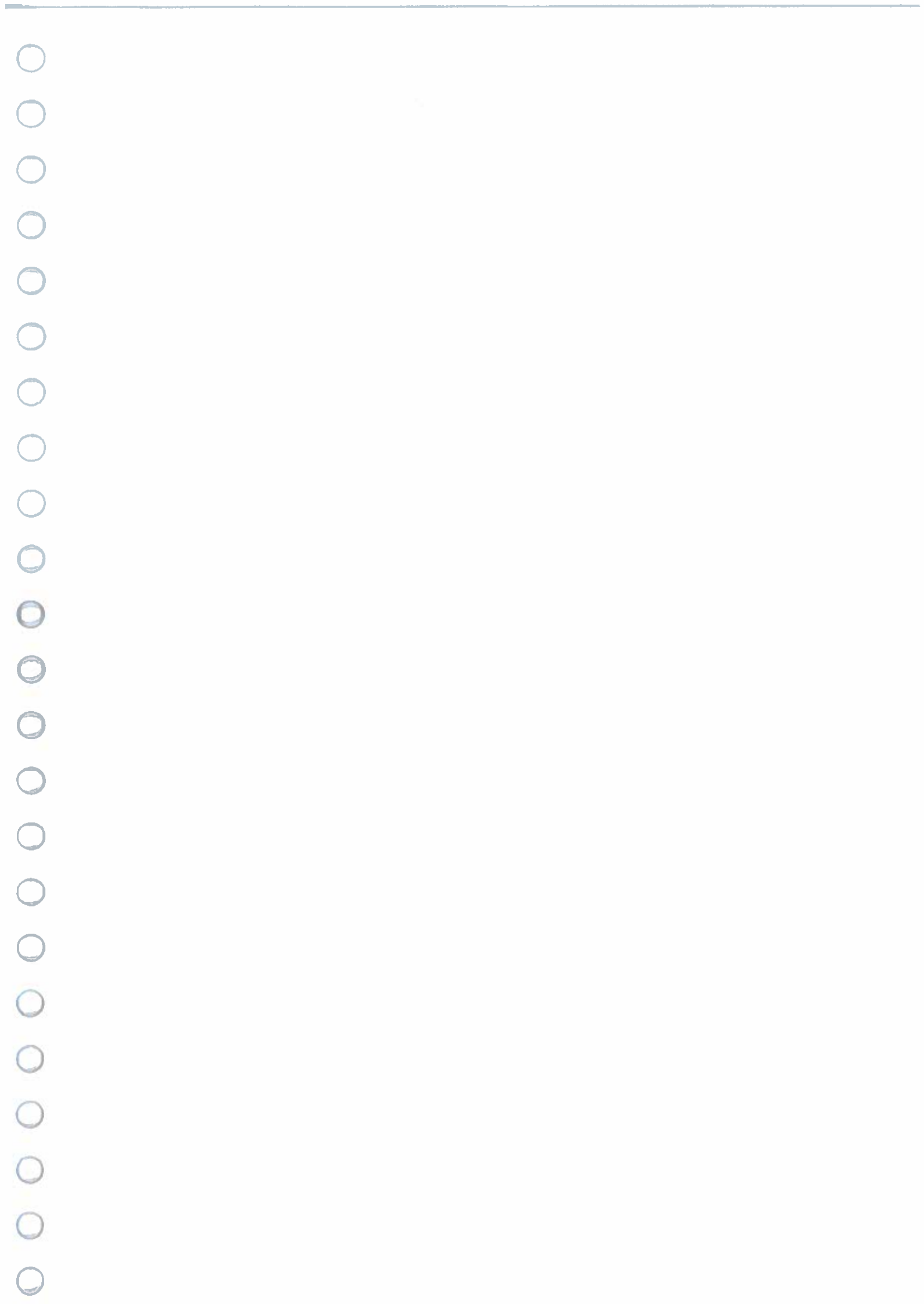
REASON

To safeguard the amenity of surrounding areas and manage highways impacts in accordance with Policies DMHB 11, DMT 2 and DMEI 14 of the Hillingdon Local Plan: Part Two - Development Management Policies (2020).



SCHEDULE OF CONDITIONS

5. Prior to the commencement of the development (other than demolition, site clearance and site remediation), a construction management plan shall be submitted to and agreed in writing by the Local Planning Authority. The plan shall detail:
 - (i) The phasing of development works.
 - (ii) The hours during which development works will occur (please refer to informative 15 for maximum permitted working 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 construction materials on site.
 - Thereafter the development shall be carried out in full accordance with the approved details.
- REASON**
- To safeguard the amenity of surrounding areas and manage highways impacts in accordance with Policies DMHB 11, DMT 2 and DMEI 14 of the Hillingdon Local Plan: Part Two - Development Management Policies (2020).

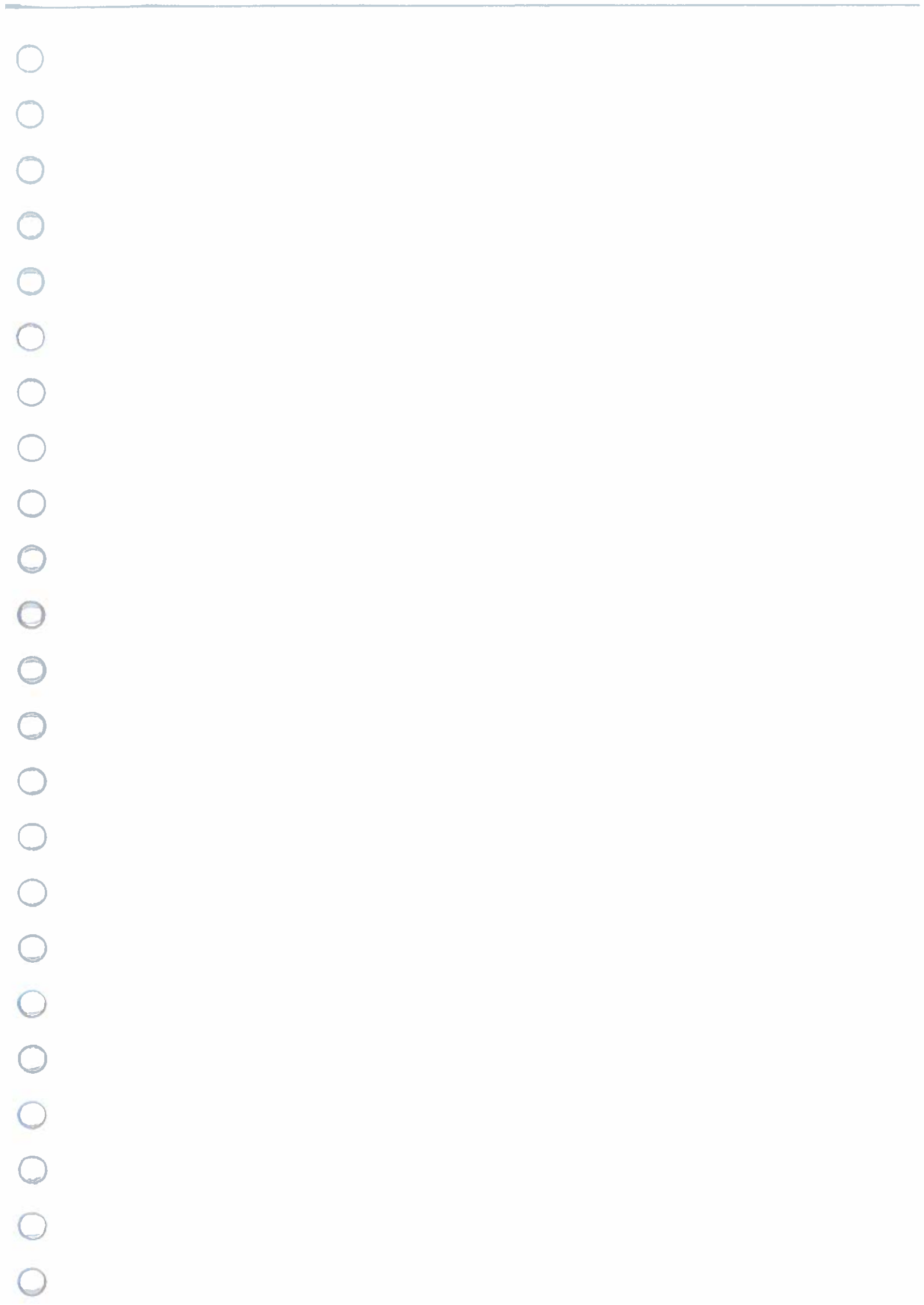


SCHEDULE OF CONDITIONS

6. Trees, hedges and shrubs shown to be retained on the approved plan shall not be damaged, uprooted, felled, lopped or topped without the prior written consent of the Local Planning Authority. If any retained tree, hedge or shrub is removed or severely damaged during construction, or is found to be seriously diseased or dying another tree, hedge or shrub shall be planted at the same place or, if planting in the same place would leave the new tree, hedge or shrub susceptible to disease, then the planting should be in a position to be first agreed in writing with the Local Planning Authority and shall be of a size and species to be agreed in writing by the Local Planning Authority and shall be planted in the first planting season following the completion of the development or the occupation of the buildings, whichever is the earlier. Where damage is less severe, a schedule of remedial works necessary to ameliorate the effect of damage by tree surgery, feeding or groundwork shall be agreed in writing with the Local Planning Authority. New planting should comply with BS 3936 (1992) 'Nursery Stock, Part 1, Specification for Trees and Shrubs' Remedial work should be carried out to BS BS 3998:2010 'Tree work - Recommendations' and BS 4428 (1989) 'Code of Practice for General Landscape Operations (Excluding Hard Surfaces)'. The agreed work shall be completed in the first planting season following the completion of the development or the occupation of the buildings, whichever is the earlier.

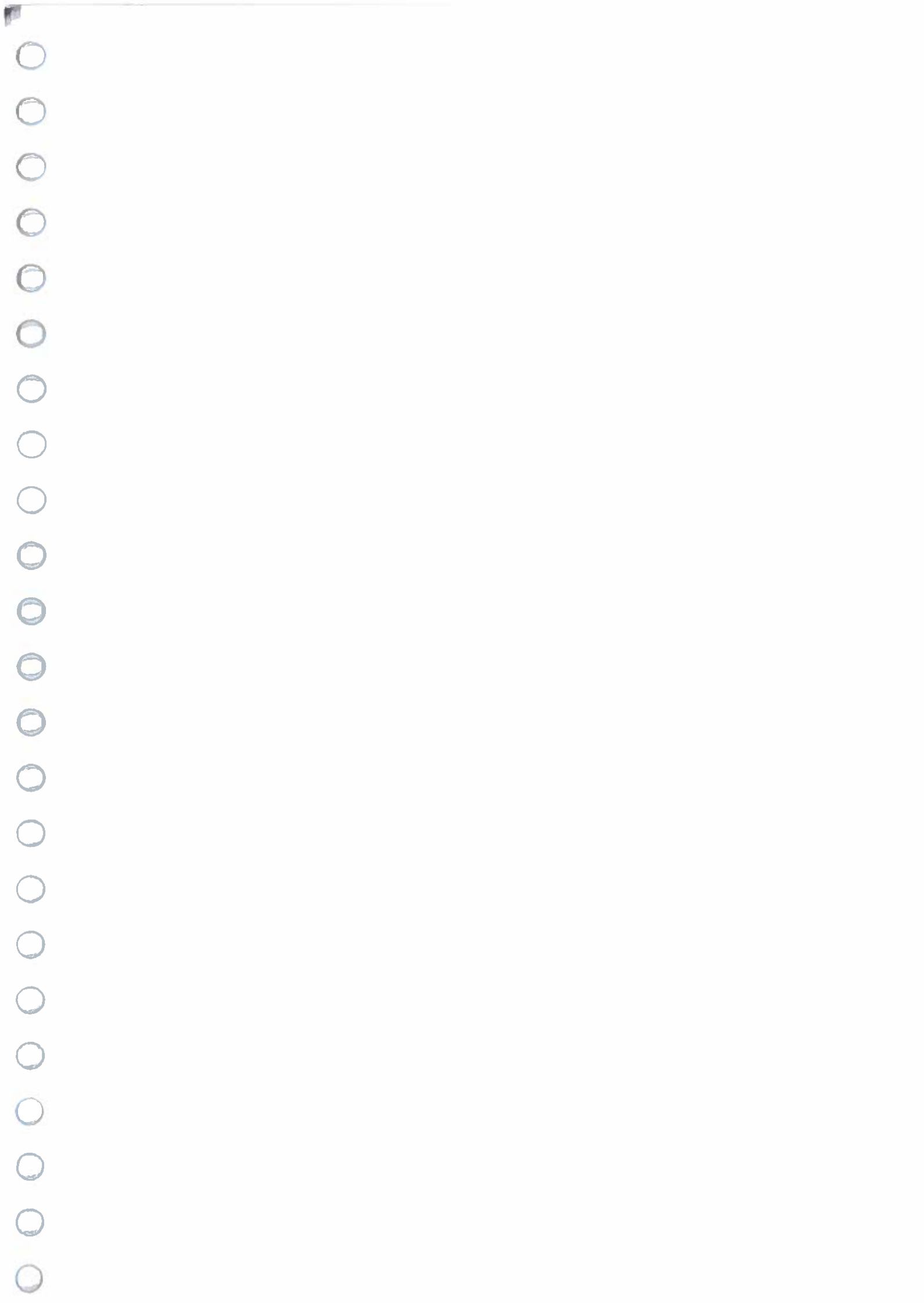
REASON

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



SCHEDULE OF CONDITIONS

- 7 - No site clearance or construction work shall take place until the details have been submitted to, and approved in writing by, the Local Planning Authority with respect to:
1. A method statement outlining the sequence of development on the site including demolition, building works and tree protection measures.
 2. Detailed drawings showing the position and type of fencing to protect the entire root areas/crown spread of trees, hedges and other vegetation to be retained shall be submitted to the Local Planning Authority for approval. No site clearance works or development shall be commenced until these drawings have been approved and the fencing has been erected in accordance with the details approved. Unless otherwise agreed in writing by the Local Planning Authority such fencing should be a minimum height of 1.5 metres.
- Thereafter, the development shall be implemented in accordance with the approved details. The fencing shall be retained in position until development is completed. The area within the approved protective fencing shall remain undisturbed during the course of the works and in particular in these areas:
- 2.a There shall be no changes in ground levels;
 - 2.b No materials or plant shall be stored;
 - 2.c No buildings or temporary buildings shall be erected or stationed.
 - 2.d No materials or waste shall be burnt; and
 - 2.e No drain runs or other trenches shall be dug or otherwise created, without the prior written consent of the Local Planning Authority.
3. Where the arboricultural method statement recommends that the tree protection measures for a site will be monitored and supervised by an arboricultural consultant at key stages of the development, records of the site inspections / meetings shall be submitted to the Local Planning Authority.
- REASON
- To ensure that trees and other vegetation can and will be retained on site and not damaged during construction work and to ensure that the development conforms with policy DMHB 14 of the Hillingdon Local Plan Part 2 (2020)



SCHEDULE OF CONDITIONS

- 8 - Prior to above ground works, a landscape scheme has been 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

2. Details of Hard Landscaping

- 2.a Refuse Storage
- 2.b Cycle Storage for 94 spaces including accessible cycle parking spaces and spaces for cargo bikes and shower and changing facilities within the development for staff
- 2.c Means of enclosure/boundary treatments
- 2.d Car Parking Layouts (including demonstration that 20% of all parking spaces are served by active EVCP and 80% of all car parking spaces are served by passive EVCP, 22 spaces are reserved for blue badge holders with a further 11 spaces available for brown badge holders) and 11 motorcycle parking spaces with anchor points
- 2.e Hard Surfacing Materials
- 2.f Other structures
- 2.g Details of pedestrian crossings and related safety features to support people with mobility, visual or auditory impairments.

3. Living Walls and Roofs

- 3.a Details of the inclusion of living walls and roofs
- 3.b Justification as to why no part of the development can include living walls and roofs

4. Details of Landscape Maintenance

- 4.a Landscape Maintenance Schedule for a minimum period of 5 years.
- 4.b Proposals for the replacement of any tree, shrub, or area of surfacing/seeding within the landscaping scheme which dies or in the opinion of the Local Planning Authority becomes seriously damaged or diseased.

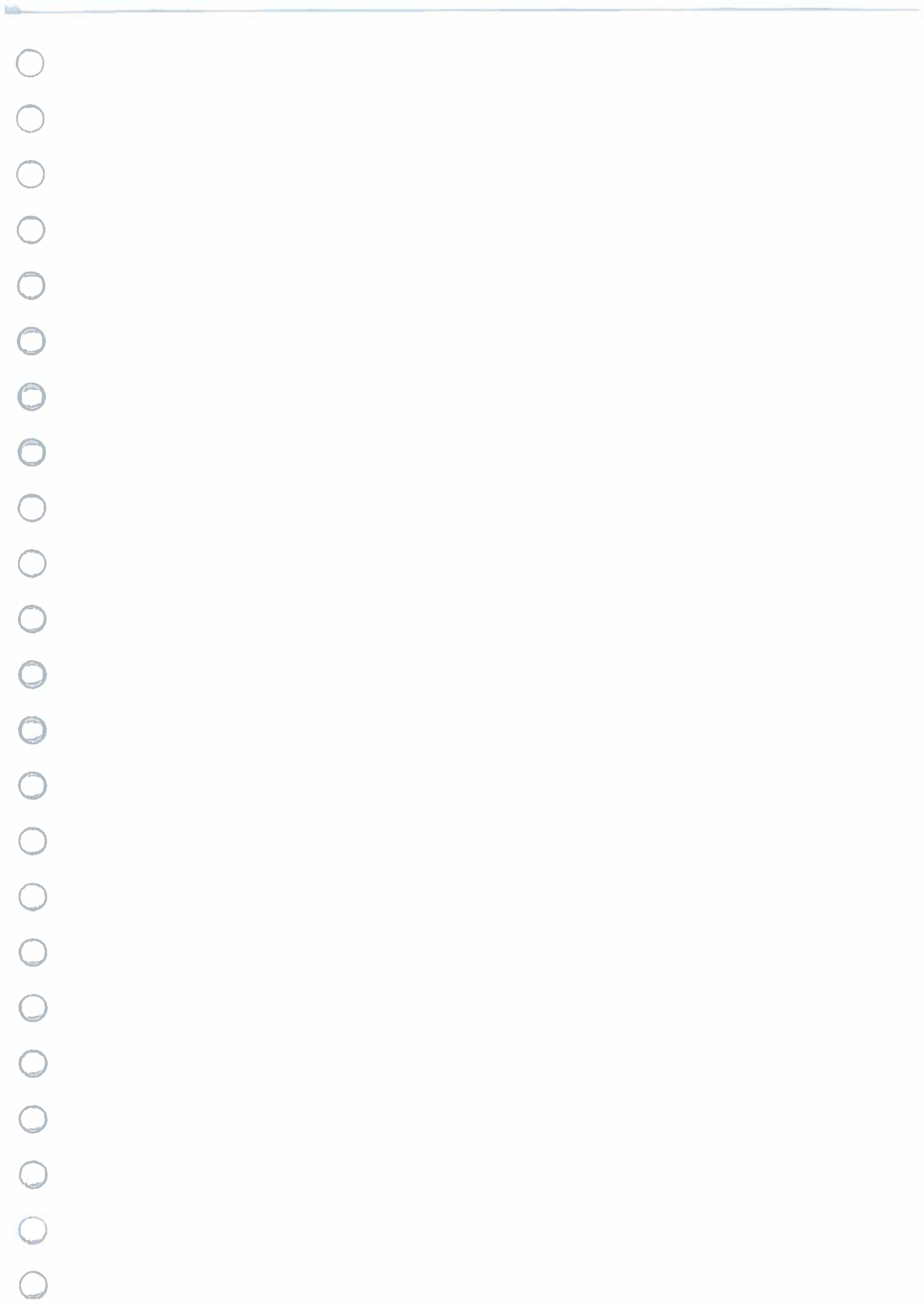
5. Schedule for Implementation

6. Other
- 6.a Existing and proposed functional services above and below ground
- 6.b Proposed finishing levels or contours

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, DME1 1 and DMT 6 of the Hillingdon Local Plan Part 2 (2020) and Policy G5 of the London Plan (2021).



SCHEDULE OF CONDITIONS

- 9 · Development shall not commence until a Bird Hazard Management Plan has been submitted to and approved in writing by the Local Planning Authority. The submitted plan shall include details of:
- management of any flat/shallow pitched/green roofs on buildings within the site which may be attractive to nesting, roosting and "loafing" birds. The management plan shall comply with Advice Note 3 'Wildlife Hazards' (available at <http://www.aoa.org.uk/wp-content/uploads/2016/09/Advice-Note-3-Wildlife-Hazards-2016.pdf>).
- The Bird Hazard Management Plan shall be implemented as approved and shall remain in force for the life of the building. No subsequent alterations to the plan are to take place unless first submitted to and approved in writing by the Local Planning Authority.
- REASON**
- To ensure the safe movement of aircraft and the operation of Heathrow Airport in accordance with Policy DMAV 1 of the Local Plan: Part Two - Development Management Policies (2020).

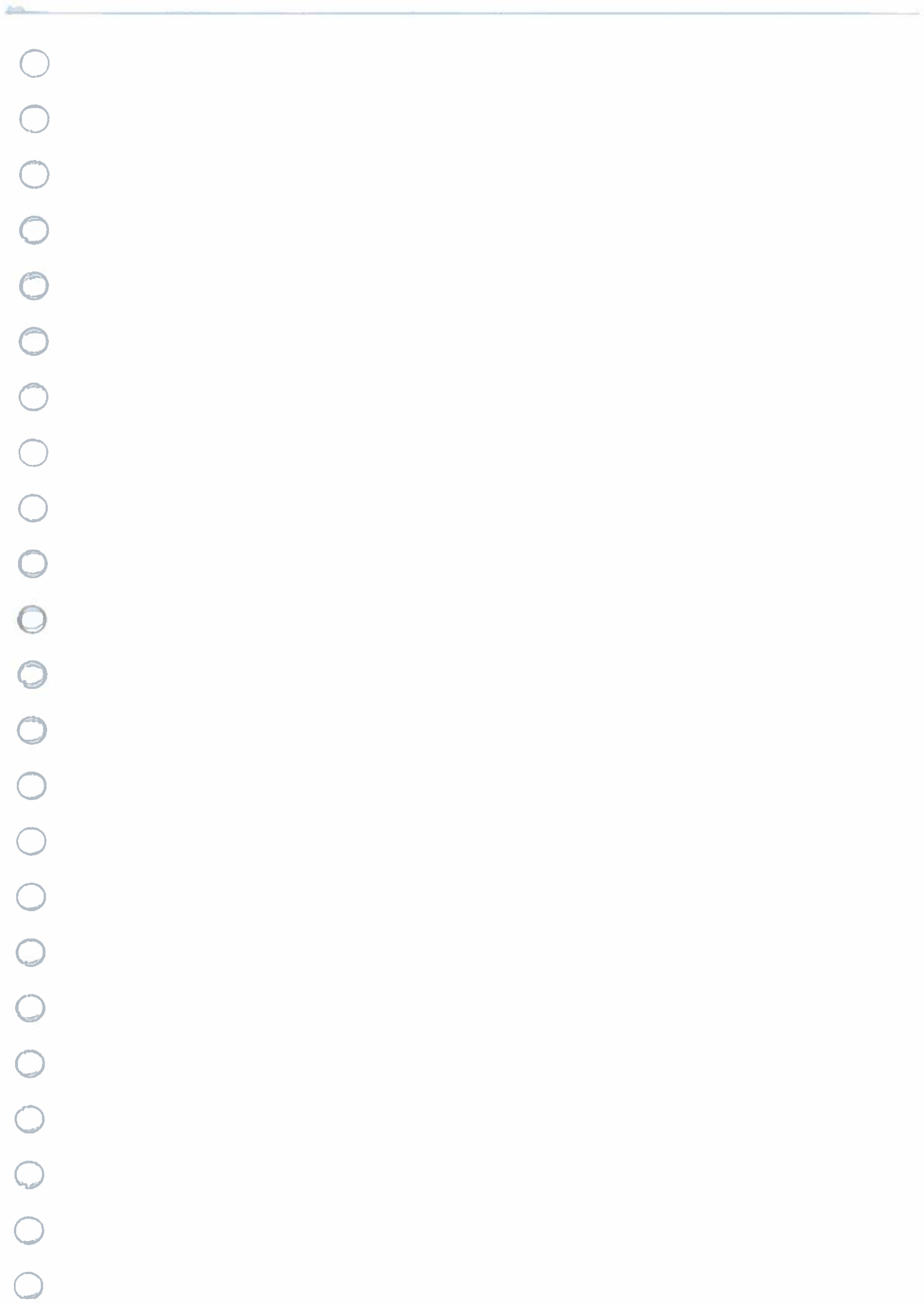
- 10 · No development shall take place until the following details have been submitted to and approved in writing by the Local Planning Authority, details must comply with Advice Note 3, 'Potential Bird Hazards from Amenity Landscaping & Building Design' available at www.aoa.org.uk/policy-campaigns/operations-safety. These details shall include:
- 'No bird feeding signs' to be installed where the site provides access to the canal edges.

No subsequent alterations to the approved landscaping scheme are to take place unless submitted to and approved in writing by the Local Planning Authority. The scheme shall be implemented as approved.

REASON

To ensure the safe movement of aircraft and the operation of Heathrow Airport in accordance with Policy DMAV 1 of the Local Plan: Part Two - Development Management Policies (2020).

- 11 · Prior to the occupation of development details of a Delivery and Servicing Plan which identifies efficiency and sustainability measures to be undertaken once the development is operational shall be submitted to and approved in writing by the Local Planning Authority in consultation with Transport for London. This shall incorporate measures to minimise vehicle deliveries/servicing during am and pm peak hours and must not include any movements to the surrounding residential roads.
- REASON**
- To encourage out of hours/off peak servicing to help mitigate the site's contribution to local congestion levels in compliance with Policies DMT 1 and 2 of the Hillingdon Local Plan Part 2 (2020).



SCHEDULE OF CONDITIONS

- 12 · Prior to the above ground works, an ecological enhancement plan shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall include plans and specifications that demonstrate the incorporation of measures and features within the landscaping and the fabric of the building that support a range of habitats and species, as a minimum it is recommended that living walls/screens, green roofs, bat and bird boxes and artificial refuge will be included.

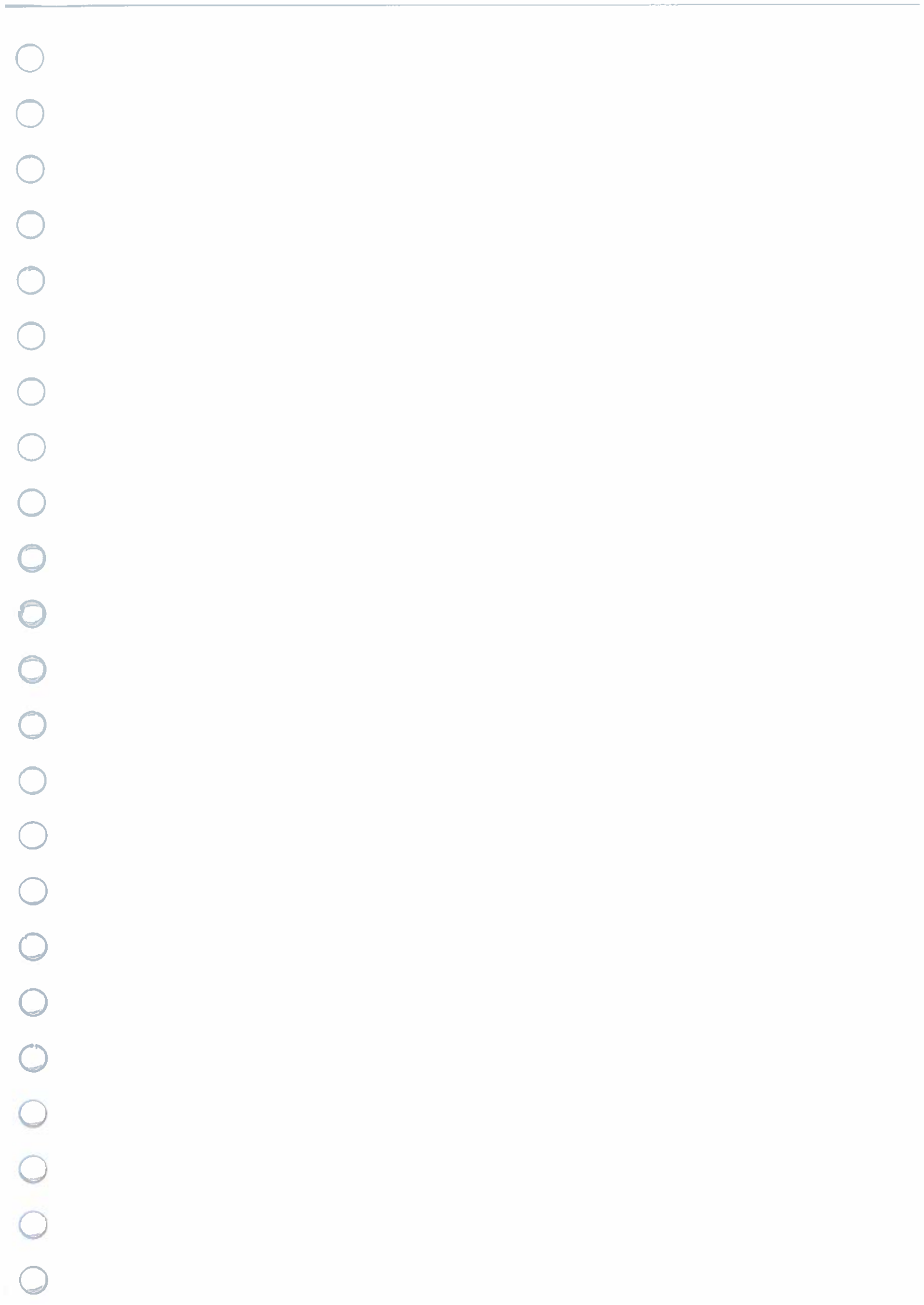
Thereafter the development shall be implemented and retained/maintained in accordance with these details for as long as the development remains in existence.

REASON

To ensure that the development incorporates appropriate energy efficiency measures in accordance with Policy G5 of the London Plan (2021) and Policy DME1 2 of the Local Plan: Part 2 - Development Management Policies (2020).

- 13 · Prior to the commencement of above ground works, full details including specifications of the low and zero carbon technology to be used onsite shall be submitted and approved in writing by the Local Planning Authority. The details shall demonstrate the development will achieve the reduction targets identified in the energy strategy (Yonder, July 2020) and provide the necessary information relating to the type, size and location of the relevant technology. This should include: . in the case of the PVs, a roof plan and elevations showing their inclusion; . Plans showing how the development provides the potential for future connection to a District Heating Network; . Guidance to future occupiers on measures to manage overheating. The development must proceed in accordance with the approved details unless otherwise agreed in writing by the Local Planning Authority.

Reason: To ensure the development contributes to the management of carbon emissions in accordance with Policy SI 2 of the London Plan (2021).



SCHEDULE OF CONDITIONS

14. 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 scheme shall clearly demonstrate the following:

- a) Suds features:
- i. A site investigation must be provided to establish the infiltration potential and level of groundwater on the site to determine appropriate Suds methods (This should be undertaken at the appropriate time of year as groundwater levels fluctuate).
 - ii. Evaluation of all sustainable urban drainage options 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, Living Walls and Roofs and on site vegetation should be integrated in any drainage design Any proposal should use of methods to minimise the use of potable water through water collection, reuse and recycling by:
 - incorporating water saving measures and equipment.
 - providing details of water collection facilities to capture excess rainwater and or
 - providing details of how rain and grey water will be recycled and reused in the development.

iii. calculations showing storm period and intensity and volume of storage required to control surface water and size of features to control that volume to Greenfield run off rates at a variety of return periods including 1 in 1, 1 in 30, 1 in 100, and 1 in 100 year plus Climate change,

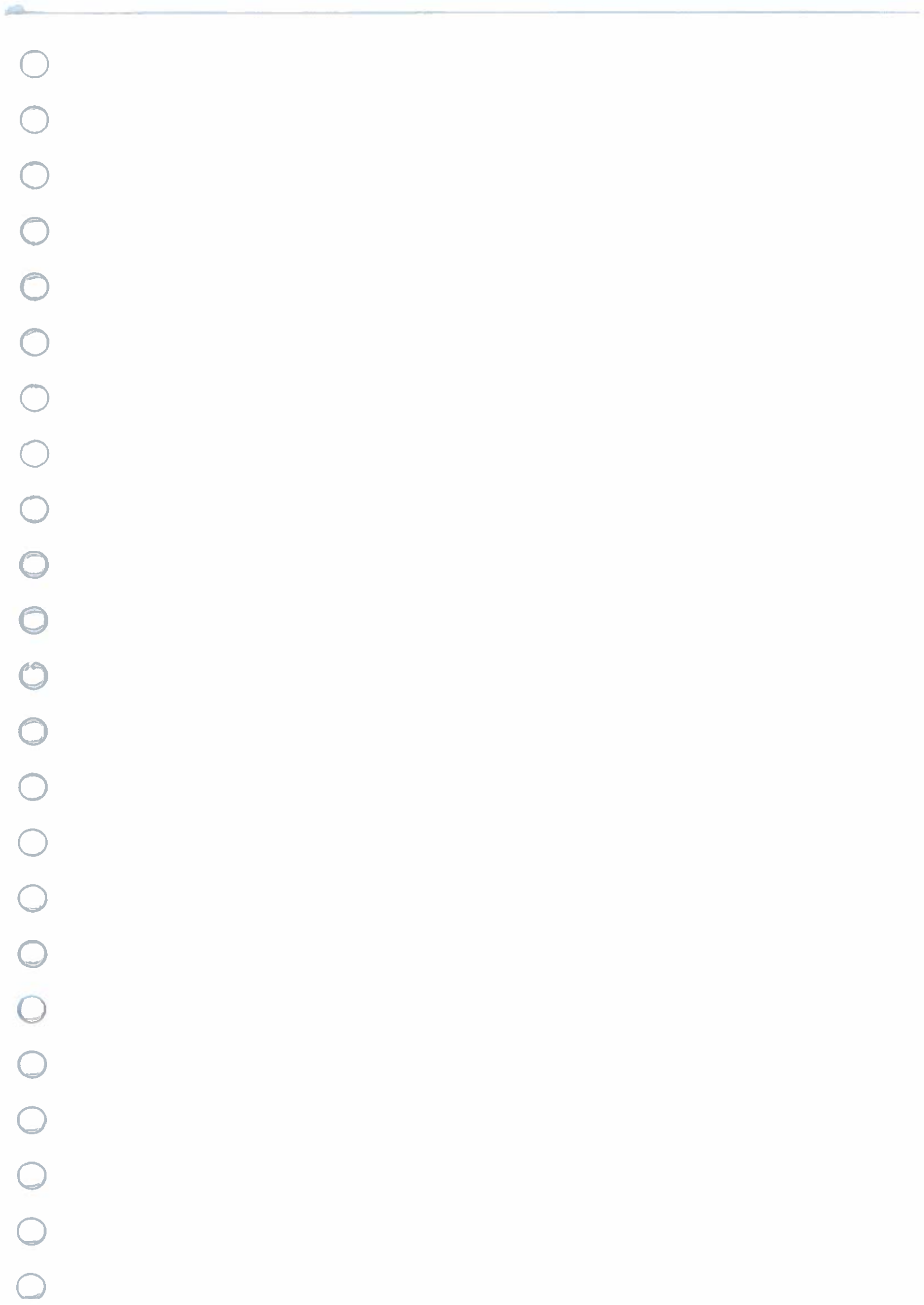
iv. Safe access and egress must be demonstrated - any above ground storage and or overhead flooding or flows paths should be mapped, (please include depths and velocities and hazards) above the 100, plus climate change.

v. During Construction i. How temporary measures will be implemented to ensure no increase in flood risk from commencement of construction.

vi. Long Term Management and Maintenance of the drainage system including clear plans showing the responsibility of different parties should be provided, such as the landowner, PMC, sewers offered for adoption and that to be adopted by the Council Highways services. Where it is a PMC the details of the body legally responsible for the implementation of the management and maintenance plan must be provided.

REASON

To ensure that surface water run off is controlled to ensure the development does not increase the risk of flooding contrary to: Policy EM6 Flood Risk Management in Hillingdon Local Plan: Part 1- Strategic Policies (Nov 2012), Policy DME1 10 Water Management, Efficiency and Quality in Hillingdon Local Plan Part 2 Development Management Policies 2020), Policies SI 13 of the London Plan (2021), National Planning Policy Framework (2019), and the Planning Practice Guidance (Flood Risk and Coastal Change March 2014).



SCHEDULE OF CONDITIONS

- 15 . Prior to occupation, an external lighting scheme shall be submitted and approved in writing by the Local Planning Authority. Details shall include measures to ensure that external lights are automatically turned off when the buildings are not in use. The development shall thereafter be completed in accordance with the approved scheme and shall remain in place for the lifetime of the development.

REASON

To protect the biodiversity along the Grand Union Canal in accordance with policies DMHB 1, DMHB 8, DMHB 11 and DMEI 7 of the Hillingdon Local Plan: Part Two - Development Management Policies (2020) and to reduce energy demands in accordance with Policy SI 2 of the London Plan (2021).

- 16 . Prior to the commencement of the development (other than demolition and site clearance), a Risk Assessment and Method Statement shall be submitted to and approved in writing by the Local Planning Authority in consultation with the Canals and Rivers Trust. The Risk Assessment and Method Statement shall identify risks to the stability of canal infrastructure, the waterway environment and the health, safety and enjoyment of canal users during demolition and construction phases. It shall demonstrate that such risks have been adequately avoided, mitigated or managed through the method statement. Once approved, development shall be carried out in accordance with the Risk Assessment and Method Statement.

REASON

To ensure the development does not have an adverse impact on the structural integrity of waterway assets, the environment of the Grand Union Canal and its users in accordance with Policies DMHB 11 and DMEI 7 of the Hillingdon Local Plan: Part Two - Development Management Policies (2020).

- 17 . The development shall not be occupied until a low emissions strategy has been submitted to and approved in writing by the LPA. The low emission strategy shall include:
1. Fleet composition - to include a quantified baseline for the current fleet, with targets set for the continued use of lower emission vehicles. This should be reviewed on an annual basis to demonstrate continual improvement from this source of emissions, with a view to move towards a Euro VI fleet as soon as practicable;
 2. Traffic management schemes - to include the enforcement of no-idling practices; and
 3. Emissions from energy plant - to include the use of low NOx boilers.
- The approved details shall be implemented and maintained throughout the duration of the demolition and construction process.

REASON

To ensure the development complies with Policy EM8 of the Hillingdon Local Plan: Part 1 - Strategic Policies (November 2012), Policy SI1 of the London Plan (2021) and paragraph 124 of the National Planning Policy Framework.



SCHEDULE OF CONDITIONS

- 18 · All Non Road Mobile Machinery (NRM) used on major development sites within the London Borough of Hillingdon are required to meet Stage IIIA of EU Directive 97/68/EC and the development site must be registered online on the NRM website at <http://nrm.london/>.
- REASON**
To ensure the development complies with Policy EM8 of the Hillingdon Local Plan: Part 1, Policy S11 of the London Plan (2021) and paragraph 124 of the National Planning Policy Framework.
- 19 · Prior to occupation of development, a scheme for the recording, monitoring and reporting of the carbon emissions performance of the development shall be submitted to and agreed in writing by the local planning authority. The scheme shall set out the methods for measuring carbon performance, how the savings identified in the energy assessment will be recorded and the mechanisms and timings for reporting such data to the Local Planning Authority. The development must be operated in accordance with the approved scheme.
- Reason:** To ensure the development continues to contribute to the management of carbon emissions in accordance with London Plan Policy SI 2 (2021).
- 20 · The development hereby permitted, shall only be occupied by uses falling within Class E (Research and Development/Industrial), Class B2 or Class B8 as defined by the Town & Country Planning (Use Classes) Order 1987, notwithstanding the changes to the Use Classes Order in relation to Use Class E. No other 'E' use class is permitted without seeking full planning permission.
- REASON**
To enable the Local Planning Authority to assess all the implications of the development and in accordance with policies DME 1 of the Local Plan: Part Two Development Management Policies (2020).
- 21 · Notwithstanding the provisions of Part 7, Schedule 2 of the Town and Country Planning (General Permitted Development) Order 2015 (or any order revoking and re-enacting that Order with or without modification), the buildings shall not be extended without the prior written consent of the Local Planning Authority.
- REASON**
To enable the Local Planning Authority to assess all the implications of the development and in accordance with policies DMHB 11 of the Local Plan: Part Two Development Management Policies (2020).



SCHEDULE OF CONDITIONS

- 22 · Notwithstanding the provisions of Section 55 of the Town and Country Planning Act 1990 (or any others revoking and re-enacting this provision with or without modification), no additional internal floorspace shall be created in excess of that area expressly authorised by this permission.

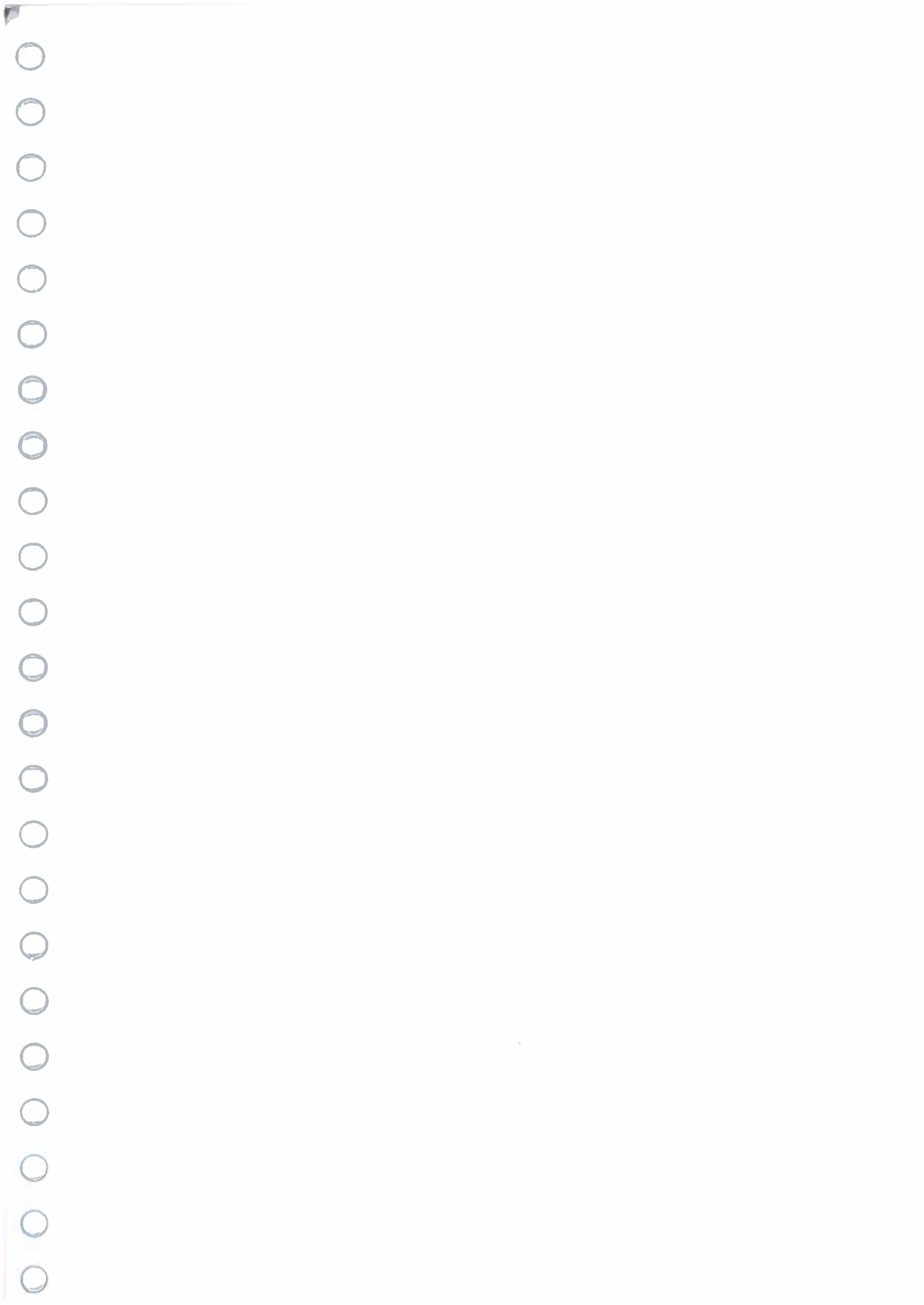
REASON

To enable the Local Planning Authority to assess all the implications of the development and to ensure that adequate parking and loading facilities can be provided on the site, in accordance with Policy DMT 1 and DMT 2 of the Local Plan: Part Two Development Management Policies (2020).

- 23 · The development hereby approved shall not be occupied until a parking allocation scheme has been submitted to, and approved in writing by, the Local Planning Authority should the development be subdivided. The parking allocation scheme shall, as a minimum, include the appropriate level of provision for each use class and dedicated in such a manner for the life-time of the development.

REASON

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



SCHEDULE OF CONDITIONS

24. (i) Prior to commencement, other than demolition a scheme to deal with contamination shall be submitted to the Local Planning Authority (LPA) in accordance with the Supplementary Planning Guidance Document on Land Contamination, and approved by the 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 further programme of targeted soil and groundwater sampling, monitoring and testing, together with reporting of the results of analysis and Detailed Quantitative 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

(b) A written method statement providing details of the remediation scheme and how the completion of the remedial works will be verified shall be agreed in writing with the LPA prior to commencement 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.

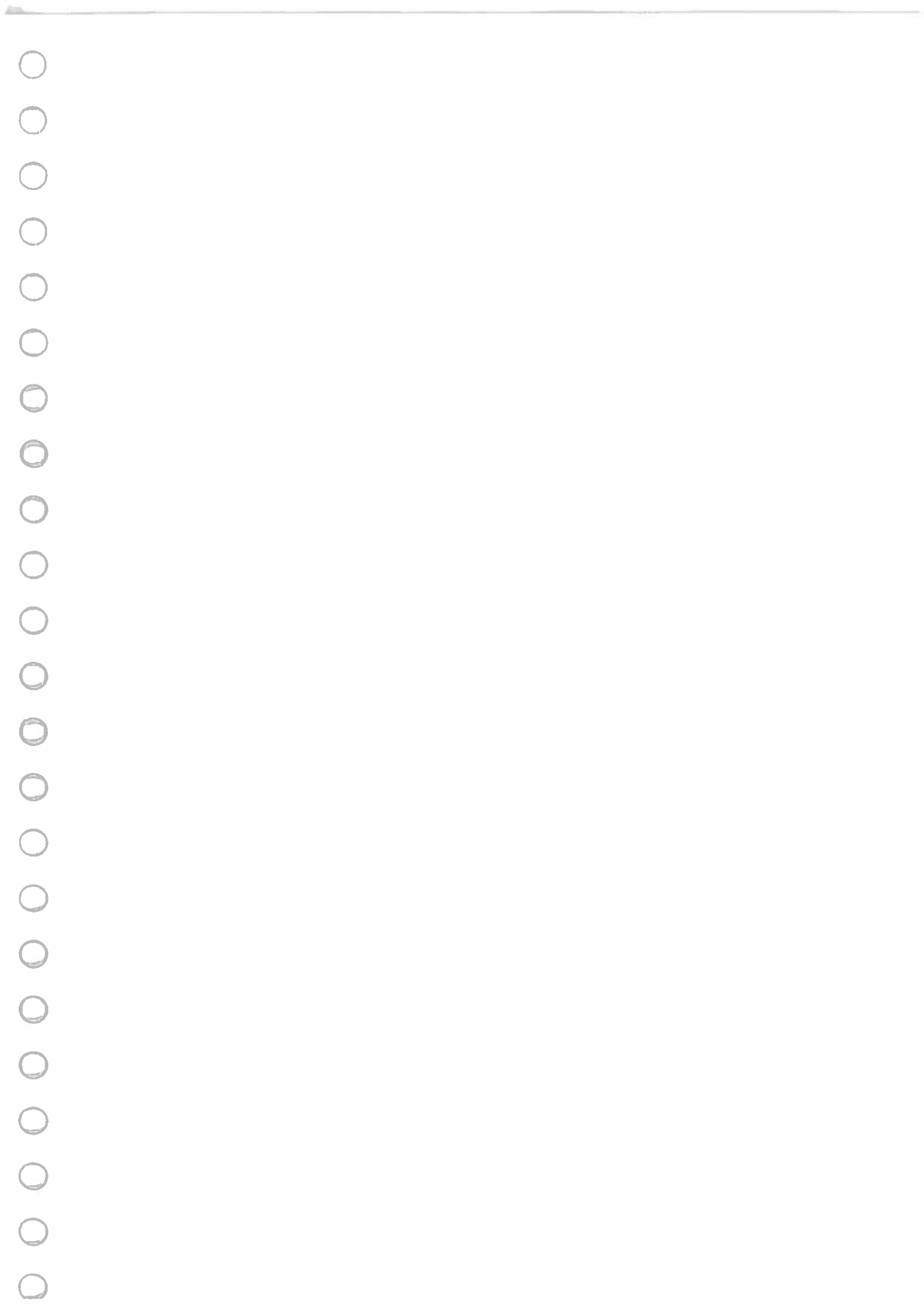
(ii) If during remedial or development works contamination not addressed in the submitted remediation scheme is identified an addendum to the remediation scheme shall be agreed with the LPA prior to implementation; and

(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. All soils used for gardens and/or landscaping purposes shall be clean and free of contamination.

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 Policy DME1 12 of the Local Plan: Part Two - Development Management Policies (2020).



SCHEDULE OF CONDITIONS

- 25 · The principles of the submitted Fire Strategy Report shall be implemented on site in conjunction with a suitably qualified consultant. Thereafter the development shall not be carried out other than in accordance with the approved details.

REASON

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

- 26 · The application site shall achieve 'Secured by Design' accreditation awarded by the Hillingdon Metropolitan Police Crime Prevention Design Adviser (CPDA) on behalf of the Association of Chief Police Officers (ACPO). No building shall be occupied until accreditation has been achieved.

REASON

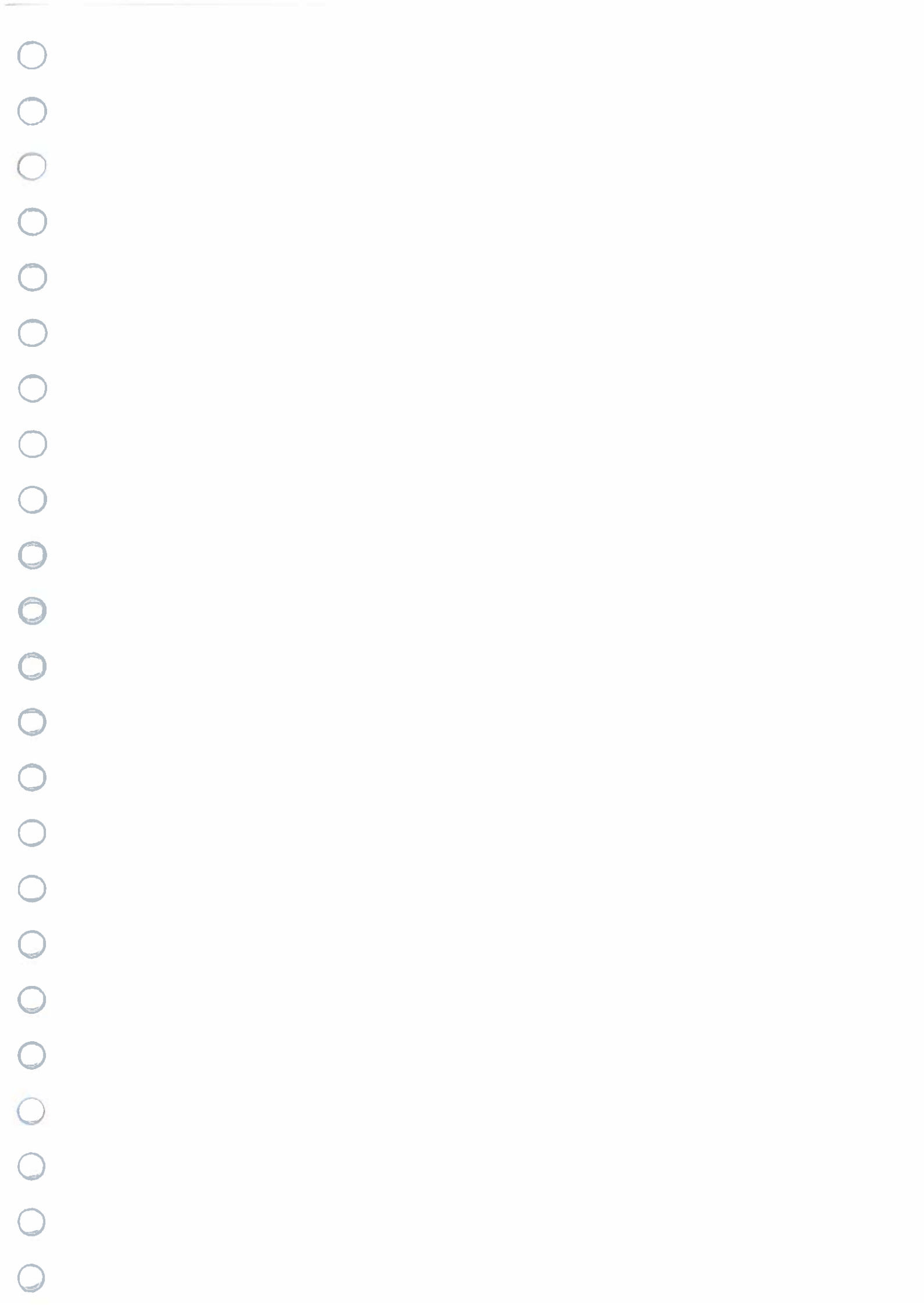
In pursuance of the Council's duty under section 17 of the Crime and Disorder Act 1998 to consider crime and disorder implications in exercising its planning functions; to promote the well being of the area in pursuance of the Council's powers under section 2 of the Local Government Act 2000 to ensure the development provides a safe and secure environment in accordance with Hillingdon Local Plan Part 2 policy DMHB 15 and Policy D11 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 adopted Local Plan (2012 and 2020), including Supplementary Planning Guidance, and to all relevant material considerations, including the London Plan (2021) and national guidance.

DMAY 1	Safe Operation of Airports
DMCI 7	Planning Obligations and Community Infrastructure Levy
DME 1	Employment Uses in Designated Sites
DMEI 1	Living Walls and Roofs and Onsite Vegetation
DMEI 10	Water Management, Efficiency and Quality
DMEI 11	Protection of Ground Water Resources
DMEI 12	Development of Land Affected by Contamination
DMEI 13	Importation of Material
DMEI 14	Air Quality
DMEI 2	Reducing Carbon Emissions
DMEI 7	Biodiversity Protection and Enhancement
DMEI 8	Waterside Development
DMEI 9	Management of Flood Risk



SCHEDULE OF CONDITIONS

DMHB 11	Design of New Development
DMHB 12	Streets and Public Realm
DMHB 14	Trees and Landscaping
DMHB 15	Planning for Safer Places
DMHB 8	Registered Historic Parks, Gardens and Landscapes
DMT 1	Managing Transport Impacts
DMT 2	Highways Impacts
DMT 3	Road Safeguarding
DMT 4	Public Transport
DMT 5	Pedestrians and Cyclists
DMT 6	Vehicle Parking
LPP 1.1	(2016) Delivering the strategic vision and objectives for London
LPP 2.13	(2016) Opportunity Areas and Intensification Areas
LPP 2.17	(2016) Strategic Industrial Locations
LPP 2.18	(2016) Green Infrastructure: the multi functional network of open and green spaces
LPP 2.7	(2016) Outer London: Economy
LPP 2.8	(2016) Outer London: Transport
LPP 5.1	(2016) Climate Change Mitigation
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 5.21	(2016) Contaminated land
LPP 5.3	(2016) Sustainable design and construction
LPP 6.10	(2016) Walking
LPP 6.11	(2016) Smoothing Traffic Flow and Tackling Congestion
LPP 6.12	(2016) Road Network Capacity
LPP 6.13	(2016) Parking
LPP 6.9	(2016) Cycling
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 7.4	(2016) Local character
LPP 7.5	(2016) Public realm
LPP 7.6	(2016) Architecture
LPP 8.1	(2016) Implementation
LPP 8.2	(2016) Planning obligations



SCHEDULE OF CONDITIONS

LPP 8.3	(2016) Community infrastructure levy
LPP 8.4	(2016) Monitoring and review
NPPF- 11	NPPF-11 2018 - Making effective use of land
NPPF- 12	NPPF-12 2018 - Achieving well-designed places
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 . Nuisance from demolition and construction work is subject to control under the Control of Pollution Act 1974, the Clean Air Act 1993 and the Environmental Protection Act 1990. You should ensure that the following are complied with:

(i) Demolition and construction works should only be carried out between the hours of 0800 and 1800 on Monday to Friday and between the hours of 0800 and 1300 on Saturday. No works should be carried out on Sundays, Public or Bank Holidays;

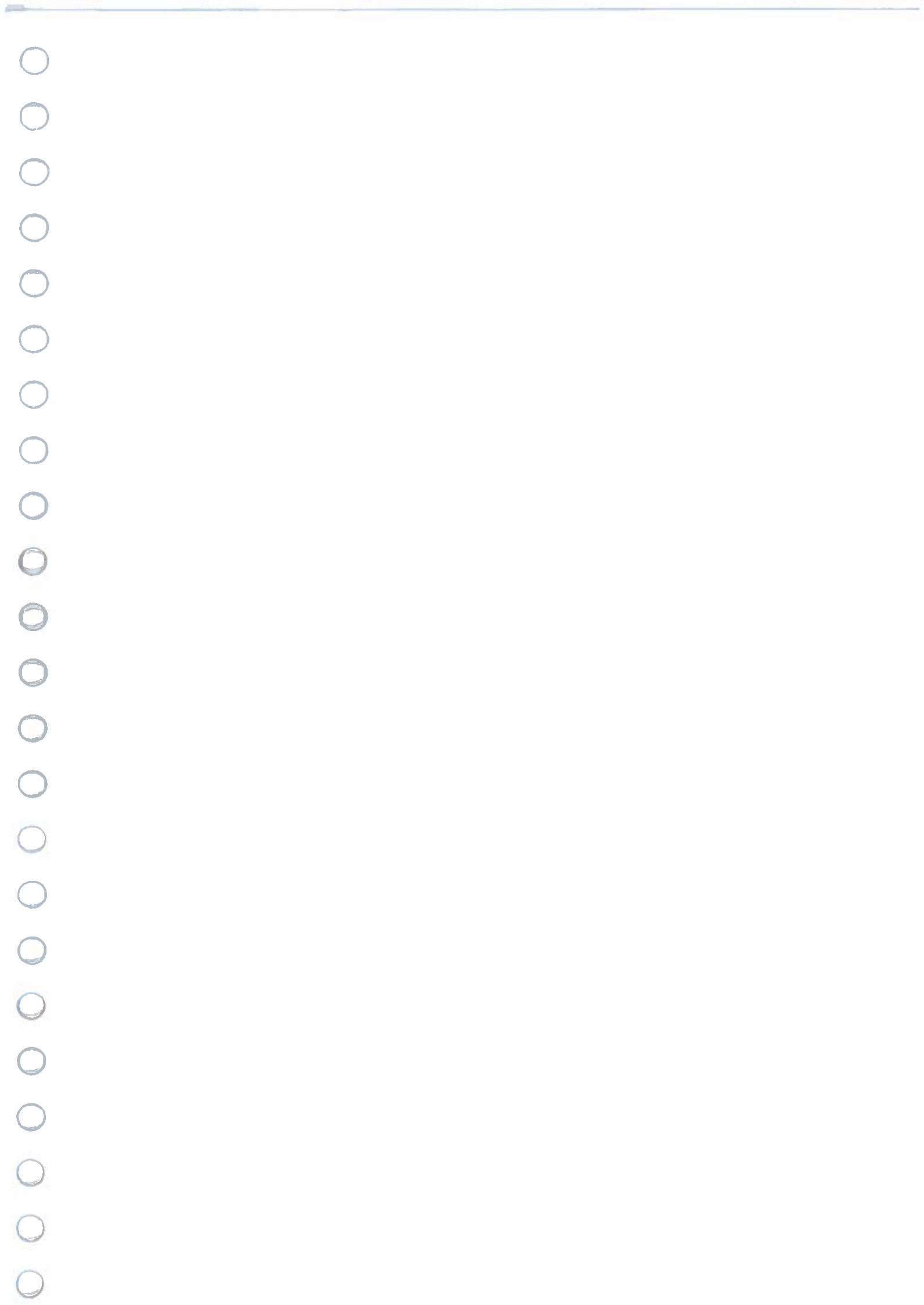
(ii) All noise generated during such works should be controlled in compliance with British Standard 5228, and use "best practicable means" as defined in section 72 of the Control of Pollution Act 1974;

(iii) Measures should be taken to eliminate the release of dust, odours and other emissions caused by the works that may create a public health nuisance. Guidance on control measures is given in "The control of dust and emissions from construction and demolition: best practice guidelines", Greater London Authority, November 2006; and

(iv) No bonfires that create dark smoke or cause nuisance to local residents should be allowed at any time.

You are advised to consult the Council's Environmental Protection Unit to seek prior approval under Section 61 of the Control of Pollution Act 1974 if you anticipate any difficulty in carrying out the works other than within the normal working hours set out above, and by means that would minimise disturbance to adjoining premises. For further information and advice, contact the Environmental Protection Unit, 3S/02 Civic Centre, High Street, Uxbridge, Middlesex UB8 1UW (tel. 01895 250155).

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



SCHEDULE OF CONDITIONS

proactive way. We have made available detailed advice in the form of our statutory policies from the Local Plan Part 1 and 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.

- 6 . Given the nature of the proposed development it is possible that a crane may be required during its construction. The applicant's attention is drawn to the requirement within the British Standard Code of Practice for the safe use of Cranes, for crane operators to consult the aerodrome before erecting a crane in close proximity to an aerodrome. This is explained further in Advice Note 4, 'Cranes and Other Construction Issues' (available at www.aea.org.uk/publications/safeguarding.asp)

- 7 . Wind Turbines can impact on the safe operation of aircraft through interference with aviation radar and/or due to their height. Any proposal that incorporates wind turbines must be assessed in more detail to determine the potential impacts on aviation interests. This is explained further in Advice Note 7, 'Wind Turbines and Aviation' available at <http://www.aea.org.uk/policy-campaigns/operations-safety/>

- 8 . The development requires the formation of a vehicular crossover, which will be constructed by the Council. This work is also subject to the issuing of a separate licence to obstruct or open up the public highway. For further information and advice contact: - Highways Maintenance Operations, 4W/07, Civic Centre, Uxbridge, UB8 1UW.

- 9 . Prior to work commencing, you are advised to submit an application for a Heavy Duty Vehicle Crossover to Highways Maintenance, 4W/07, Civic Centre, Uxbridge, UB8 1UW to prevent damage to the highway from construction vehicles entering and leaving the site.

- 10 . The proposed development is located within 15 metres of Thames Waters underground assets and as such, the development could cause the assets to fail if appropriate measures are not taken. Please read our guide 'working near our assets' to ensure your workings are in line with the necessary processes you need to follow if you're considering working above or near our pipes or other structures. <https://developers.thameswater.co.uk/Developing-a-large-site/Planning-your-development/Working-near-or-diverting-our-pipes>. Should you require further information please contact Thames Water. Email: developer.services@thameswater.co.uk Phone: 0800 009 3921 (Monday to Friday, 8am to 5pm) Write to: Thames Water Developer Services, Clearwater Court, Vastern Road, Reading, Berkshire RG1 8DB.

- 11 . A Groundwater Risk Management Permit from Thames Water will be required for discharging groundwater into a public sewer. Any discharge made without a permit is deemed illegal and may result in prosecution under the provisions of the Water Industry Act 1991. We would expect the developer to demonstrate what measures he will undertake to minimise groundwater discharges into the public sewer. Permit



SCHEDULE OF CONDITIONS

enquiries should be directed to Thames Water's Risk Management Team by telephoning 020 3577 9483 or by emailing trade_effluent@thameswater.co.uk. Please refer to the Wholesale; Business customers; Groundwater discharges section.

12 . The applicant is advised to review the Canal and River Trust's 'Code of Practice for Works affecting the Canal and River Trust and contact the Trust's Works Engineer (John.Pryer@canalrivertrust.org.uk) in order to ensure that any necessary consents are obtained and that the works are compliant. (<https://canalrivertrust.org.uk/business-and-trade/undertaking-works-on-our-property-and-our-code-of-practice>).

The applicant/developer is advised that any oversail, encroachment or access to the waterway requires written consent from the Canal & River Trust, and they should contact the Canal & River Trust regarding the required access agreement. The application site includes land over which the Trust has a freehold interest. The developer/applicant is advised to contact the Trust's Estates Team on 0303 040 4040 or email Bernadette.McNicholas@canalrivertrust.org.uk in order to ensure that any necessary consents are obtained.

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



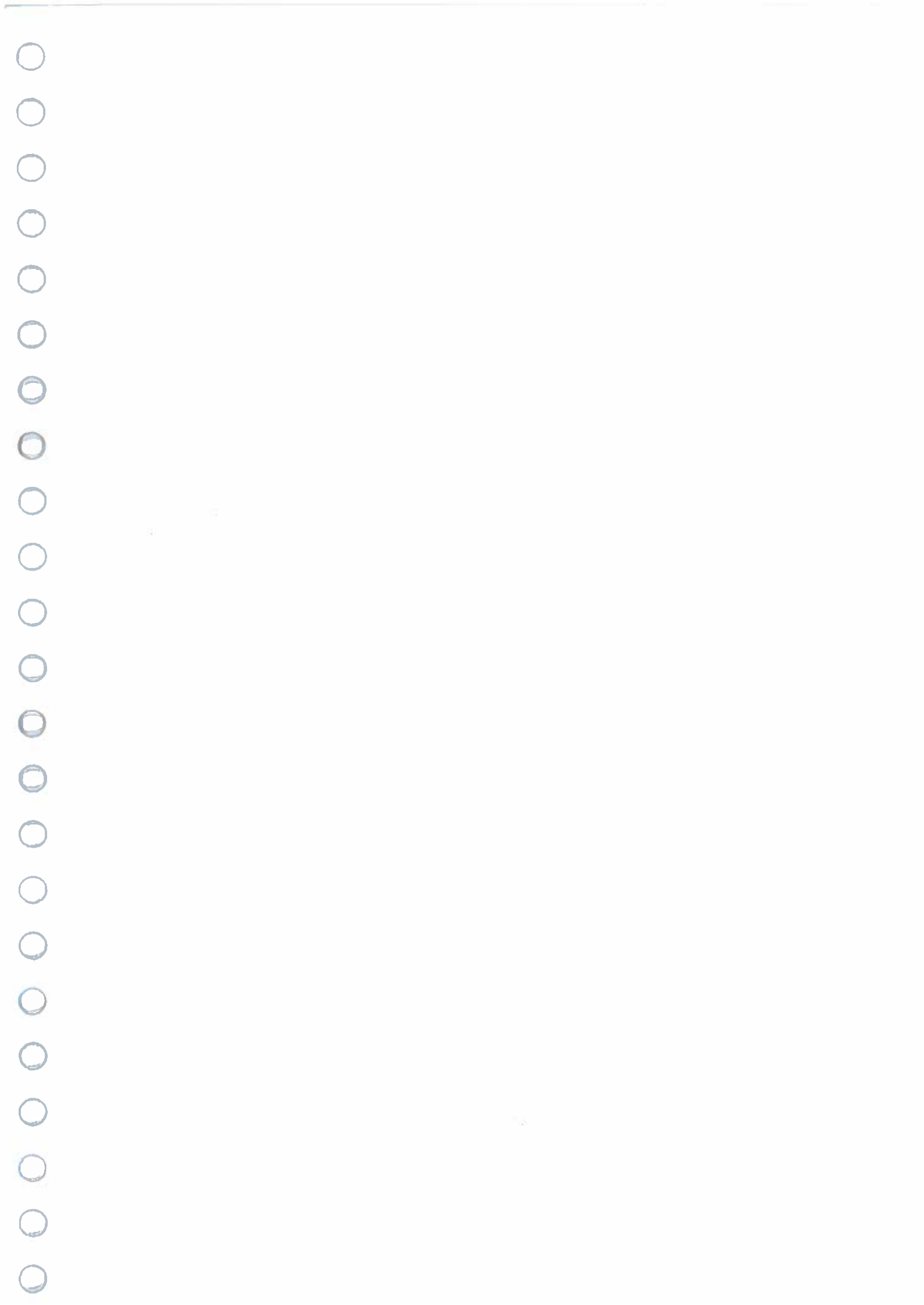
GRANT OF PLANNING PERMISSION
Application Ref.No.: 39207/AP/2020/2188

SCHEDULE OF PLANS

30928-PL-200 - received 15 Jul 2020
30928-PL-205A - received 15 Jul 2020
Covering Letter dated 03 July 2020 - received 15 Jul 2020
30928-PL-202A - received 15 Jul 2020
Energy Statement dated July 2020 - received 24 Jul 2020
30928-PL-209 - received 11 Nov 2020
30928-PL-208 - received 11 Nov 2020
Air Quality Assessment dated October 2020 - received 23 Nov 2020
1982-19-05.dwg 05 Rev. I - received 20 Nov 2020
1982-19-05.dwg 06 Rev. E - received 20 Nov 2020
1982-19-05.dwg 08 Rev. A - received 20 Nov 2020
1982-19-05.dwg 09 Rev. A - received 20 Nov 2020
30928-PL-201D - received 20 Nov 2020
30928-PL-203C - received 20 Nov 2020
30928-PL-204D - received 20 Nov 2020
30928 PL 206C - received 20 Nov 2020
30928 PL 207D - received 20 Nov 2020

Planning Statement dated July 2020 - received 16 Jul 2020
Statement of Community Involvement dated July 2020 - received 16 Jul 2020
Transport Assessment dated July 2020 - received 16 Jul 2020
Framework Travel Plan dated July 2020 - received 16 Jul 2020
Flood Risk Assessment dated June 2020 - received 16 Jul 2020
Energy Assessment Rev. 02 dated July 2020 - received 16 Jul 2020

Sustainability and Energy Statement dated July 2020 - received 16 Jul 2020
Heritage Impact Assessment dated September 2020 - received 29 Sep 2020
Property Market Assessment dated June 2020 - received 16 Jul 2020
Covering Letter - Submission of Heritage Impact Assessment dated September 2020 - received 29 Sep 2020
PPWL-RPS-SI-XX-DR-D-1302 Rev. P04 - received 05 Oct 2020
Drainage Design Philosophy dated October 2020 - received 05 Oct 2020



PPWLE-RPS-SI-XX-DR-C-1600 Rev. P04 - received 07 Oct 2020
1982-19-03.dwg 03 Rev. D - received 30 Nov 2020

30928-PL-211 - received 11 Nov 2020

30928-PL-210 - received 11 Nov 2020

30928-PL-212 - received 09 Dec 2020

Design and Access Statement dated July 2020 - received 16 Jul 2020

Outline Construction Logistics Plan dated June 2020 - received 16 Jul 2020

Delivery and Servicing Plan dated June 2020 - received 16 Jul 2020

Ecology Assessment dated June 2020 - received 16 Jul 2020

Geo-Environmental - Preliminary Risk Assessment dated June 2020 - received 16 Jul 2020

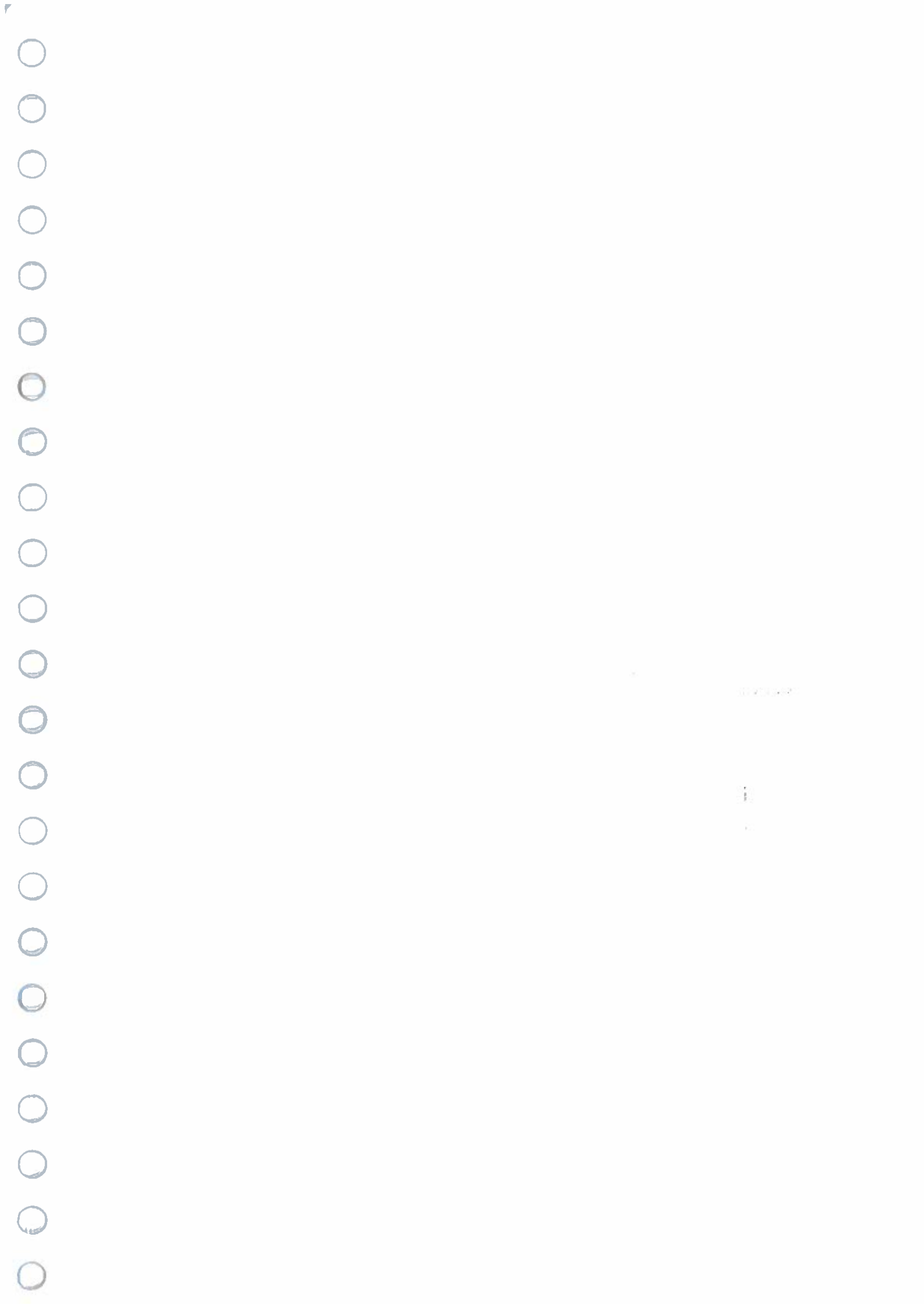
Landscape and Visual Impact Appraisal - received 16 Jul 2020

Noise and Vibration Assessment dated June 2020 - received 16 Jul 2020

1982-19-05.dwg 07 Rev. C - received 23 Nov 2020

CANALSIDE LANDSCAPING DRAWINGS

ANNEX 4



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. *Stew Lukin*

AUTHORISED OFFICER *[Signature]*

Executed as a deed for and on behalf of
PROLOGIS UK CCCXXXVIII SARL a
company incorporated in Luxembourg by
ProLogis Directorship Sarl, manager, duly
represented by **Sébastien Degrandi**
manager, being a person who in
accordance with the laws of Luxembourg is
acting under the authority of the company

Authorised Signatory



425985

