

DATED

26 June

2020

PERMITTED DEVELOPMENTS INVESTMENTS NO 6 LTD

and

REDITUM SPV 39 LTD

and

PARAGON DEVELOPMENT FINANCE LIMITED

and

THE LONDON BOROUGH OF HILLINGDON

**PLANNING OBLIGATION BY AGREEMENT PURSUANT TO SECTION 106
OF THE TOWN AND COUNTRY PLANNING ACT 1990 AND ASSOCIATED
POWERS**

RELATING TO THE DEVELOPMENT OF LAND AT

BRIDGE HOUSE OXFORD ROAD UXBRIDGE

PLANNING APPLICATION NUMBER: 40050/APP/2018/1737

Planning & Corporate Team
London Borough of Hillingdon
Civic Centre, High Street
Uxbridge, Middlesex
Ref: 3E/04/KM/015801

THIS PLANNING OBLIGATION BY DEED is dated 26 June 2020

And is made BETWEEN:

BETWEEN

- 1) **PERMITTED DEVELOPMENTS INVESTMENTS NO 6 LTD** (Co. Regn. No. 11095309) of care of Goldwins 75 Maygrove Road London NW6 2EG (the "Owner");
- 2) **REDITUM SPV 39 LTD** (Co. Regn. No. 11180451) of 1st Floor, Prince Frederick House, 37-39 Maddox Street, London, W1S 2PP (the "First Mortgagee");
- 3) **PARAGON DEVELOPMENT FINANCE LIMITED** (Co Regn 03901943) of Paragon House, 51 Homer Road Solihull B91 3QJ (the "Second Mortgagee");
- 4) **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 1990 Act in respect of the Site and by whom the obligations in this Deed are enforceable.
- (B) The Owner is the freehold owner of the Site which is registered at HM Land Registry under title number MX215254.
- (C) The First Mortgagee has a charge dated 23 February 2018, registered against title number MX215254, and is willing to enter into this Deed to give its consent to and bind its interest in the Site
- (D) The Second Mortgagee has a charge dated 23 February 2018, registered against title number MX215254 and is willing to enter into this Deed to give its consent to and bind its interest in the Site
- (E) On 20th June 2019 the Planning Application was submitted to the Council for permission to develop the Site for the purposes and in the manner described in the Planning Application.
- (F) The Council resolved at its Major Planning Applications Committee meeting on 21st August 2019 to delegate authority to determine the Planning Application to the Head of Planning subject to the prior completion of this Deed.
- (G) The Planning Application is for an extension to Bridge House which was granted a Prior Approval (Schedule 2 of the Town and Country Planning (General Permitted Development) (England) Order 2015) under reference 40050/APP/2017/3358 (as amended) and this Deed only binds the defined Site

- (H) The Parties have agreed to enter into this Deed in order to secure the planning obligations contained in it pursuant to the provisions of Section 106 of the 1990 Act and all other enabling powers, without which planning permission for the Development pursuant to the Planning Application would not be granted by the Council.

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:

"1990 Act"	means the Town and Country Planning Act 1990 (as amended);
"1980 Act"	means the Highways Act 1980 (as amended)
"Additional Affordable Housing Units"	means Affordable Housing to be provided in accordance with Schedule 3 if required following the Viability Report;
"Affordable Housing"	means subsidised housing as defined in Annex 2 Glossary of the National Planning Policy Framework or as permitted by subsequent legislation or national guidance brought in after the date of this Deed available through a Registered Provider (or other social landlord as the Director of Resident Services shall have approved in writing beforehand) to persons who cannot afford to rent or buy houses generally available on the open market to be provided in accordance with Schedule 2 of this Deed;
"Affordable Housing Contribution"	means the sum that may be determined as payable to the Council calculated in accordance with the Viability Review and/or Viability Report as set out in Schedule 3 ;
"Affordable Housing Scheme"	means a scheme to be submitted to the Council in accordance with Paragraph 2 Schedule 2 ;

"Affordable Housing Units"	means 35% of the Dwellings equating to 22 Habitable Rooms;
"Air Quality Contribution"	means the Index Linked sum of £20,706 (twenty thousand seven hundred and six pounds) in line with the SPD and given the Site is located in an air quality management area referred to in Schedule 4 ;
"Authority's Area"	means the administrative area of the Council;
"Bridge House"	means the building known as Bridge House, Oxford Road, Uxbridge of which the Site forms the roof level only;
"Canal and River Trust"	means the Canal and River Trust or any successor to the Canal and River Trust relevant to the functions of management and maintenance of the Grand Union Canal;
"Canal and River Trust Contribution"	means the Index Linked sum of £12,500 (twelve thousand five hundred pounds) which shall be received by the Council, and paid to the Canal and River Trust (solely for the purpose of upgrading the Grand Union Canal towpath to Transport for London Quietway specification) in accordance with Schedule 8 ;
"Canal and Towpath Land"	means the land belonging to the Canal and River Trust, subject of the Canal Improvement Works in the vicinity of the Site as shown on Plan 4 ;
"Canal Improvement Works"	means works required to upgrade the condition of the public realm of the Canal and Towpath Land in the vicinity of the Development to benefit the new residents;
"Carbon Shortfall"	means the amount of CO ₂ (measured in tCO ₂) short of the zero carbon (as defined by the London Plan 5.2) target from the Development following discharge of the energy condition (the

	Energy Assessment demonstrates a 35.1% reduction in carbon from the baseline (46.53 CO ₂) resulting in a shortfall of 30.2 tCO ₂ . The shortfall may be reviewed as part of the Further Energy Assessment
"Carbon Offset Contribution"	means the Index Linked sum of £54,360 (fifty four thousand, three hundred and sixty pounds) or a figure as agreed in discharging of Schedule 5 as a contribution to be used by the Council towards the provision of offsite carbon reduction measures to mitigate the Development; the contribution is based on the London Plan calculation of £60/tCO ₂ /annum for 30 years (£1800 per tCO ₂ /annum)
"Charge Holder"	means any mortgagee or chargee of the Site or the successors in title to such mortgagee or chargee or any receiver or manager appointed by such mortgagee or chargee;
"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 Deed) excluding operations consisting of: - site clearance; - demolition (provided always that such works do not relate to any listed building within the Site); - archaeological investigations and works; - ground investigations; - site survey works; - temporary access construction works; - preparatory or remediation works; - works for the laying termination or diversion of services; - the erection of any temporary means of enclosure or site notices;

	- decontamination works; - erection of any fences and hoardings around the Site; and - environmental site investigations and Commence and Commencement shall be construed accordingly;
"Construction Training Contribution"	means the sum calculated in accordance with the planning obligations SPD 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 in accordance with the Council planning obligations SPD 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 and to be provided in accordance with Schedule 10;
"Construction Training Scheme"	means a construction training scheme in respect of the Development with the number of placements calculated as 40 weeks of waged construction training places provided for every £1 million of construction costs to be implemented by the Owner to fund, arrange and/or provide construction training for workers and/or potential workers for the Development, in accordance with the planning obligations SPD
"Contributions"	means the Air Quality Contribution, the Carbon Offset Contribution, Public Realm Contribution, Highways Contribution, Canal and River Trust Contribution, and the 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 and means the sum calculated using the following formula (up to £9,600 per phase) as prescribed within the Council planning obligations SPD: <i>"Co-ordinator Costs" to be agreed but is assumed as size of development as a % of work placement co-ordinator threshold size x total cost of work place co-ordinator. One full time post, estimated at £71,675 p.a. (based on typical salary with on-costs, training budget and promotion budget) would be required for commercial schemes of 7,500 square metres or residential developments of 160 units or more. The length of the post would depend on the length of period that placements would be required to the development;</i>
"Deputy Chief Executive"	means the Council's Deputy Chief Executive or such person as the Council designates as undertaking this role;
"Director of Resident Services"	means the Council's Director of Resident Services or such person as the Council designates as undertaking this role;
"Development"	means the development of the Site pursuant to the Planning Permission as summarised in Schedule 1 hereto;
"Dwelling"	means any residential unit constructed on the Site pursuant to the Planning Permission which for the avoidance of doubt shall include Affordable Housing Units;
"Energy Assessment"	means the assessment dated 12 June 2018 prepared by OG Energy Limited submitted with the Planning Application;

"Financially Viable"	means that the Open Market Dwellings (or as at the Review Date is predicted to have) upon completion of the Development will have a gross development value that results in not less than 20% developer's profit on sales and " <i>Financial Viability</i> " shall be construed accordingly;
"Financial Viability Appraisal Consultant"	means a person to be appointed by the Council appointed to appraise the Financial Viability;
"Form PO1"	means the form in the substantial format attached at Appendix 1 ;
"Further Energy Assessment"	means an assessment to be submitted in accordance with Schedule 5 to assess whether the Carbon Shortfall can be reduced;
"Habitable Rooms"	means all rooms normally used for sleeping living or dining and kitchens which are over 13m ² provided that for the avoidance of doubt halls bathrooms toilets landings and garages are excluded;
"Healthy Streets"	means the Transport for London initiative to prioritise walking, cycling and Public Transport. It is characterised by the ten Healthy Street indicators;
"Highways Contribution"	means up to £68,522.44 (sixty eight thousand five hundred twenty two pounds and twenty four pence) to be used towards measures to improve road safety, smooth the flow of traffic and improve access from the Development to the town centre of the Council, in accordance with Schedule 7 . The amount payable under this contribution will be determined from the results of a Transport Study;
"Housing Register"	means a record of eligible and qualifying applicants who have applied to the Council to be considered for housing in either a Council home, or a home owned by another

	social landlord, usually a housing association. Local authorities are required to make all allocations and nominations in accordance with an allocation scheme;
"Index- Linked"	means the application of the formula provided at Clause 16 of this Deed;
"Initial Quantum"	means the provision of 22 Habitable Rooms (equating to 35% of Dwellings in the Development) delivered as Affordable Housing or as an Affordable Housing Contribution pursuant to this Deed;
"Intermediate Housing"	means the criteria outlined in Policy 3.10 of the London Plan and to be homes available for sale or rent at a cost above Social Rented, but below market levels. These can include shared equity (Shared Ownership Dwellings and equity loans), other low cost homes for sale and intermediate rent, but not affordable rent. Households whose annual gross income is in the range £18,100-£90,000 should be eligible for new intermediate homes.. These figures will be updated annually in the London Plan Annual Monitoring Report;
"Occupied"	means occupation for any purpose for which Planning Permission has been granted but not including occupation by personnel engaged in the construction, fitting out or occupation for marketing or display purposes and for security purposes and Occupation and Occupy shall be construed accordingly;
"Open Market Dwellings"	means those Dwellings which are for general market sale and are not Affordable Housing Units;
"Parking Permit"	means a resident's parking permit issued by the Council (which for the avoidance of doubt does not include a disabled person's badge issued pursuant to section 21 of the

	Chronically Sick and Disabled Persons Act 1970);
"Party or Parties"	means the Owner, First Mortgagee, Second Mortgagee and the Council;
"Plan 1 "	means the plan attached to this Deed showing the Site edged red attached at Appendix 2 hereto;
"Plan 2"	means the plan attached to this Deed showing the redevelopment area edged blue in the vicinity of the Site attached at Appendix 2 hereto;
"Plan 3"	means the plan attached to this Deed showing the Riverview House and Waterside House attached at Appendix 2 hereto;
"Plan 4"	means the plan attached to this Deed showing the Canal and Towpath Land at Appendix 2 hereto;
"Planning Application"	means the application for planning permission for the demolition of existing rooftop plant room and replacement with two storey extension to provide 25 new residential units (Use Class C3), ancillary gymnasium (Use Class D2) plus associated landscaping and parking under the Council's Planning Reference;
"Planning Permission"	means the planning permission that may be granted for the Development in pursuance of the Planning Application substantially in the form of the draft permission at Appendix 3 hereto;
"Planning Reference"	means planning reference 40050/APP/2018/1737;
"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 as outlined in Schedule 11 ;
"Protected Tenant"	means a person who; a. has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of an Affordable Housing Unit, or b. has exercised any statutory right to buy (or any equivalent contractual right) in respect of an Affordable Housing Unit, or b. was granted a shared ownership lease (or similar arrangement where a share of an Affordable Housing Unit is owned by the tenant and a share is owned by the Registered Provider) in respect of an Affordable Housing Unit and has subsequently purchased all the remaining shares from the Registered Provider so that the tenant owns the entire Affordable Housing Unit;
"Public Realm Contribution"	means the public realm contribution of £47,965.44 (forty seven thousand, nine hundred sixty five pounds and forty four pence) referred to in Schedule 6 to be used towards (but not limited to) the provision of 'Healthy Streets' linkages between the application site and Uxbridge Town Centre;
"Qualifying Resident"	means where a person is in housing need (such need to be defined in accordance with the application criteria for the Council's Housing Register and the criteria applied by the Registered Provider);
"Registered Provider"	a registered provider of social housing as defined in the Housing and Regeneration Act 2008 and who is approved as a registered provider of social housing by the Greater London Authority (or any successors in

	functions);
"Review Date"	means the date 36 months from the grant of the Planning Permission;
"Revised Quantum"	means the revised amount of Affordable Housing which may be determined as required following the Viability Report but which will not result in more than 35% of the Dwellings within the Development being Affordable Housing;
"Shared Ownership Dwelling"	means an Affordable Housing Unit made available to Qualifying Residents by a Registered Provider let on a shared equity basis and the leaseholder can staircase to 100% ownership;
"Significant Under-Performance"	means delivery of less than 50 per cent of the total outputs specified in the Construction Training Scheme;
"Site"	means the roof level of Bridge House Oxford Road Uxbridge and shown for identification purposes only edged red on Plan 1 ;
"Specified Date"	means the date upon which an obligation arising under this Deed is due to be performed;
"Substantial Implementation"	means demolition of the rooftop plant room as permitted by the Planning Permission;
"SPD"	means the Supplementary Planning Document dated 2014 which is the Council's guidance for planning obligations in Hillingdon, for all those involved in the submission and determination of planning applications;
"Social Rented"	means the criteria outlined in Policy 3.10 of the London Plan and be owned by local authorities or private registered providers, for

	which guideline target rents are determined through the national rent regime. It may also be owned by other persons and provided under equivalent rental arrangements to the above, as agreed with the local authority or with the Mayor;
"Training Costs"	means the sum calculated using the following formula as prescribed within the SPD: <i>"£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";</i>
"Transport Study"	means a study to be undertaken by the Owner to determine the impact of the Development upon road safety and the flow of traffic within the vicinity of the Site. This work will include the collection, collation, analysis, interpretation and presentation of traffic data. The outcome of this study will inform the amount of the Highway Contribution payable;
"VAT"	means value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax;
"Viability Assessment Mechanism"	means a viability appraisal to be carried out for the Development in the same format as was submitted and relied upon in support of the Planning Application (unless otherwise required by the Council in writing) to establish the Initial Quantum;
"Viability Report"	means a report to be produced at the expense of the Owner in accordance with Schedule 3 to assess whether the Initial Quantum is to be revised and setting out the results of the application of the Viability Assessment

	Mechanism as at the Review Date;
“Viability Review”	means a report to be produced at the expense of the Owner in accordance with Schedule 3 to determine if an Affordable Housing Contribution is payable in lieu of providing the Affordable Housing Units;

1.2 In this Deed

- 1.2.1 the clause headings do not affect its interpretation;
- 1.2.2 unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and words denoting any one gender shall include all genders and words denoting persons shall include bodies corporate, unincorporated associations and partnerships;
- 1.2.3 a reference to any party shall include that party's personal representatives, successors and permitted assigns and in the case of the Council the successors to its respective statutory functions.
- 1.2.4 unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.2.5 the headings in this Deed are inserted for convenience only and shall not affect the construction or interpretation of this Deed;
- 1.2.6 unless otherwise indicated, references to clauses and Schedules are to clauses of and Schedules to this Deed and references in a Schedule to a Part or paragraph are to a Part of paragraph of that Schedule;
- 1.2.7 where the agreement, approval, consent or an expression of satisfaction is required by the Owner under the terms of this Deed from the Council that agreement, approval, consent or satisfaction shall be given in writing and shall not be unreasonably withheld or delayed;
- 1.2.8 references to any statute or statutory provision include references to:
 - 1.2.8.1 all Acts of Parliament and all other legislation having legal effect in the United Kingdom as directly or indirectly amended, consolidated, extended, replaced or re-enacted by subsequent legislation; and
 - 1.2.8.2 any orders, regulations, instruments or other subordinate legislation made under that statute or statutory provision
- 1.2.9 references to the Site include any part of it but not including the wider Bridge House;

- 1.2.10 references to any party in this Deed include the successors in title of that party and any person deriving title through or under that party. In addition, references to the Council include any successor local planning authority exercising planning powers under the 1990 Act or any successor local highway authority exercising powers under the 1980 Act as amended;
- 1.2.11 "including" means "including, without limitation";
- 1.2.12 any covenant by the Owner not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing;
- 1.2.13 without prejudice to the terms of any other provision contained in this Deed the Owner shall pay all costs charges and expenses (including without prejudice to legal costs and Surveyor's fees) reasonably incurred by the Council for the purpose of or incidental to the enforcement of any right or power of the Council or any obligation of the Owner arising under this Deed;
- 1.2.14 where two or more people form a Party to this Deed, the obligations they undertake may be enforced against them jointly or against each of them individually; and
- 1.2.15 if any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of the Deed is to be unaffected.

2. LEGAL BASIS

- 2.1 This Deed is made pursuant to section 106 of the 1990 Act. To the extent that they fall within the terms of section 106 of the 1990 Act, the obligations contained in this Deed are planning obligations for the purposes of section 106 of the 1990 Act and are enforceable by the Council as local planning authority against the Owner without limit of time.
- 2.2 To the extent that any of the obligations contained in this Deed are not planning obligations within the meaning of the 1990 Act, they are entered into pursuant to the powers contained in section 111 of the Local Government Act 1972, Section 16 of the Greater London Council (General Powers) Act 1974, section 1 of the Localism Act 2011 and all other enabling powers with the intent that it will bind the Owner and their successors in title to the Site.

3. CONDITIONALITY

With the exception of clauses 1, 2, 3, 4, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 19, 20, 21, 22 and 23 which shall take effect immediately this Deed is conditional on the grant and issue of the Planning Permission and Commencement of Development.

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 Deed, whether or not pursuant to an appeal.
- 4.3 No waiver (whether express or implied) by the Council of any breach or default by the Owner in performing or observing any of the covenants undertakings obligations or restrictions contained in this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said covenants undertaking or obligation from acting upon any subsequent breach or default in respect of the Owner.
- 4.4 Nothing in this Deed shall be construed as a grant of planning permission.
- 4.5 Unless expressly agreed otherwise in this Deed, the covenants in this Deed shall be enforceable without any limit of time against the Owner and any successors in title to the Site and assigns of the Owner in an interest or estate to the Site or any part or parts of the Site as if that person had also been an original covenanting party in respect of the interest or estate for the time being held by that person subject to Clause 4.6 below.
- 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 or part of its 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 This Deed cannot be amended or discharged without the prior consent in writing of the Parties 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 Council
- (b) pursuant to the Local Government Act 2003, the Council shall be at liberty to charge the Contributions to a Council revenue account and for the avoidance of doubt it is agreed and declared that this shall be without prejudice to the Council's right to apply the Contributions or any part or parts thereof to revenue purposes or to capital purposes or partly to the one and partly to the other.

- 5.2 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.

- 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).

6. THE OWNER PLANNING OBLIGATIONS

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

7. COSTS

- 7.1 The Owner hereby covenants with the Council that on completion of this Deed it will pay the Council's reasonable and proper legal costs together with all disbursements incurred in connection with the negotiation, preparation, completion and registration of this Deed.
- 7.2 Prior to Commencement of Development the Owner will pay to the Council the Project Management and Monitoring Fee. For the avoidance of doubt the Project

Management and Monitoring Fee shall be paid in addition to the costs referred to in clause 7.1 above

8. REGISTRATION OF DEED

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

9. RIGHT OF ACCESS

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

10. OWNERSHIP

The Owner warrants that no person other than the Owner, First Mortgagee and Second Mortgagee 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 Any dispute, controversy or claim arising out of or relating to this Deed, including any question regarding its breach, existence, validity or termination or the legal relationships established by this Deed, shall be finally resolved by arbitration in accordance with the Arbitration Act 1996. It is agreed that:

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

12.2.2 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); and

12.2.4 the seat of the arbitration shall be London.

13. THIRD PARTIES

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 Deputy Chief Executive and Director of Resident Services at London Borough of Hillingdon, Civic Centre, High Street, Uxbridge, Middlesex, UB8 1UW and shall cite the Planning Reference;

14.4 the Owner at the address at the start of this Deed unless otherwise notified in writing to the other parties

15. FORM PO1

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 the Air Quality Contribution, Canal and River Trust Contribution and Carbon Offset Contribution (only if the full amount of £54,360 is payable) 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 as set out in this Deed;
- (b) B is the original sum mentioned in this Deed;
- (c) C is the Index of Retail Prices (All Items) for the month 2 months before the Specified Date
- (d) D is the Index of Retail Prices (All Items) for the month 2 months before the date of this Deed and
- (e) C/D is equal to or greater than 1.

16.2 Where reference is made to an index and that index ceases to exist or is replaced or rebased then it shall include reference to any index which replaces it or any rebased index (applied in a fair and reasonable manner to the periods before and after rebasing under this deed) or in the event the index is not replaced, to an alternative reasonably comparable basis or index as the Council shall advise the Owner in writing.

17. INTEREST

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

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.

20. ENFORCEABILITY

20.1 The obligations in this Deed will not be enforceable against:

20.1.1 Individual purchasers, occupiers or lessees of Dwellings or their respective mortgagees or chargees or any other persons deriving title under them
SAVE THAT this clause shall not apply in respect of Affordable Housing Units under the Affordable Housing obligations at Schedule 2 of this Deed unless the owner of the Affordable Housing Unit has exercised a right to acquire or a lessee has staircased to 100% (as provided in Schedule 2);

20.1.2 a statutory undertaker after the transfer of the statutory apparatus and any land upon or in which the statutory apparatus is situated by the Owner to that statutory undertaker;

20.1.3 with the exception of Schedule 2, a Registered Provider;

20.1.4 anyone whose interest in the Site is in the nature of an easement or covenant; or

20.1.5 any successors in title to the persons listed above.

21. CHARGE HOLDER

No Charge Holder will incur any liability for any breach of the obligations contained in this Deed unless and until it becomes a mortgagee in possession of the Site or the relevant part of it, in which case it too will be bound by the obligations contained in this Deed as if it were a person deriving title from the Owner.

22. MORTGAGEE CONSENT

- 22.1 The First Mortgagee consents to the Owner entering into this Deed and acknowledge that the Site shall be bound by the terms and obligations contained in this Deed PROVIDED THAT the First Mortgagee shall otherwise have no liability under this Deed unless it takes possession of the Site in which case it too will be bound by the obligations as if it were a person deriving title from the Owner
- 22.2 The Second Mortgagee consents to the Owner entering into this Deed and acknowledges that the Site shall be bound by the terms and obligations contained in this Deed PROVIDED THAT the Second Mortgagee shall otherwise have no liability under this Deed unless it takes possession of the Site in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.

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

SCHEDULE 1
DEVELOPMENT

Demolition of existing rooftop plant room and replacement with two storey extension to provide 25 new residential units (Use Class C3), ancillary gymnasium (Use Class D2) plus associated landscaping and parking

SCHEDULE 2

AFFORDABLE HOUSING

The Owner hereby covenants and agrees with the Council as follows in relation to the Affordable Housing Units on the Site only

1. To provide the Affordable Housing Units as 30% Intermediate Housing and 70% Social Rented at the Site or in accordance with Schedule 3 FOR THE AVOIDANCE OF DOUBT paragraphs 1 -4 of this Schedule shall only apply if the Affordable Housing Units can be provided on Site
2. Prior to Commencement of the Development to submit to the Council a scheme ("Affordable Housing Scheme") detailing how the Affordable Housing Units will be provided on the Site or how the 35% (equating to 22 Habitable Rooms) Affordable Housing Units will either be provided within the adjoining land which includes Riverside House and Waterside House, or within the land shown on Plan 2 which will be delivered and secured in perpetuity (subject to Clause 4.6 of this Deed) and thereafter to ensure that the Affordable Housing Units are only occupied in accordance with the approved scheme which shall include:
 - 2.1 The layout, design and specification of the Affordable Housing Units;
 - 2.2 The tenure of the Affordable Housing Units; and
 - 2.3 How the Affordable Housing Units will be managed to ensure that they are retained and used in perpetuity as Affordable Housing
3. Not to allow or permit Occupation of Development or any part of the Development before the Affordable Housing Scheme is approved in writing by the Council
4. Subject to Paragraph 1 and 2 of Schedule 3 not to Occupy or allow Occupation of more than 65% of the Open Market Housing Dwellings on the Site until such time as:
 - 4.1 The Affordable Housing Units have been completed in accordance with the Planning Permission and (unless the Council agrees otherwise) to the Housing Corporation Scheme Development Standards (April 2007 edition or any updated or amended edition from time to time);

4.2 The Affordable Housing Units have been made ready for Occupation; and

4.3 The Affordable Housing Units have been transferred or demised to a Registered Provider or other social landlord as the Director of Residents Services shall have approved in writing beforehand for this transaction either on a freehold basis or on a long lease of at least ninety nine (99) years any disposition to be with the benefit of:

(a) full and free rights of access both pedestrian and vehicular from the public highway to the Affordable Housing Units; and

(b) full and free rights of the passage of water, electricity, gas and other services through the pipes drains channels wires cables and conduits which shall be in the adjoining land up to and abutting the boundary to the Affordable Housing Units all such services to be connected to the mains.

For the avoidance of doubt this Paragraph 4 will cease to apply if the Affordable Housing Units are to be provided in accordance with Paragraph 2.2.1 or 2.2.2 of Schedule 3

The Owner hereby covenants and agrees with the Council as follows in relation to the Affordable Housing Units:

5. To ensure that the Affordable Housing Units are used, occupied and retained in perpetuity for no purpose other than for the provision of Affordable Housing save that this obligation shall not be binding on:

5.1 A Protected Tenant of an Affordable Housing Unit or anyone deriving title from such Protected Tenant;

5.2 A mortgagee or chargee (or any receiver or administrative receiver appointed by such mortgagee or chargee) of the whole or any part of the Affordable Housing Units or any successors in title to such mortgagee or chargee or receiver or administrative receiver ("the Mortgagee") PROVIDED THAT the Mortgagee acting pursuant to any event of default shall first give written notice to the Council of its

intention to dispose of the Affordable Housing Units and shall have used reasonable endeavours to the satisfaction of the Director of Residents Services over a period of three months from the date of the written notice to dispose of the Affordable Housing Units to another Registered Provider or to the Council for a consideration not less than the amount due and outstanding to the Mortgagee under the terms of the mortgage or charge including all accrued principal monies, interest and costs and expenses incurred by the Mortgagee in respect of the mortgage or charge. If such disposal has not taken place within the three months' period the Mortgagee shall be entitled to dispose of the Affordable Housing Units free from the affordable housing provisions in this Schedule which shall determine absolutely; and

- 5.3 Any mortgagee or chargee (or any receiver appointed by such mortgagee or chargee) of any tenant or any successors in title to any such mortgagee or chargee or receiver.
6. The Affordable Housing Units shall not be Occupied until such legal agreements have been entered into with the Council as the Council considers necessary relating to the nomination of tenants/owner/occupiers for the Affordable Housing Units and to securing that the Affordable Housing Units are retained as Affordable Housing in perpetuity which shall mean a nominations agreement between the Council and the Registered Provider of that unit or other such legal agreements as are reasonably required by the Council
7. Disposal to a Registered Provider shall be subject to a condition that the Registered Provider enters into such legal agreements as are reasonably required by the Council relating to the nomination of tenants/owner/occupiers for the Affordable Housing Units.
8. The Council will make a recycling of any subsidy for an alternative affordable provision in the event of an Affordable Housing Unit is lost (such as when Shared Ownership Dwellings are fully staircased by an occupier purchasing 100 per cent of the property).
9. The Owner or the Registered Provider where relevant shall pay the Council's reasonable and proper costs in dealing with any notices, enquiries or further agreements relating to this Schedule.

SCHEDULE 3

AFFORDABLE HOUSING REVIEW MECHANISM AND CASCADE MECHANISM

PART A - AFFORDABLE HOUSING CASCADE MECHANISM

The Owner hereby covenants with the Council as follows in relation to the Affordable Housing Units being provided beyond and instead of on the Site:

1. If the Affordable Housing Units on the Site have been offered to at least 3 Registered Providers BUT despite the use of all reasonable endeavours the Owner has been unable to exchange a sale contract with a Registered Provider in respect of the Affordable Housing Units on reasonable terms the Owner shall supply evidence of the use of all reasonable endeavours (including copies of any offers to and responses from Registered Providers) to the Council who will have 21 working days to agree, with no response within this time frame resulting in deemed approval
2. The Owner may supply evidence to the Council at any appropriate time, but the parties agree that if the Owner can demonstrate it has complied with its obligations to use all reasonable endeavours for a period of no less than 2 months and a sale contract has not been concluded with a Registered Provider then:
 - 2.1 the Council and the Owner shall agree any such further reasonable steps to be taken by the Owner for a further period of 1 month to secure a suitable sale contract with a Registered Provider; and
 - 2.2 if having taken those steps after a further period of 1 month a sale contract still has not been concluded the Owner shall be deemed to have used all reasonable endeavours under paragraph 2 above and Owner is permitted to either:
 - 2.2.1 provide the Affordable Housing Units at either Riverview House or Waterside House as part of the prior approvals granted there instead of on the Site; OR
 - 2.2.2 provide the Affordable Housing Units within the redevelopment of the wider site (shown within the blue line on Plan 2) instead of on the Site
 - 2.2.3 if the Affordable Housing Units are provided in accordance with Paragraphs 2.2.1 or 2.2.2 a revised scheme relating to the Affordable Housing ("Revised Affordable Housing Scheme") will be submitted to the Council for approval prior to Occupation of the Affordable Housing Units and paragraphs 5-9 of Schedule 2 shall apply
3. If following a period of 3 years from the date of this Deed, or sooner if agreed in

writing by the Council, the Affordable Units have not been provided either on Site or as set out at paragraph 2.2 above then the Owner will provide a Viability Review on the date 3 years from the date of the Deed to the Council for them to assess whether an Affordable Housing Contribution in lieu of the Affordable Housing Units is payable:

- 3.1 the Council shall have twelve (12) weeks to review the Viability Review information from receipt and then respond as to whether the Viability Review is agreed or further information is required
- 3.2 If further information is required then the Owner shall provide such further information as the Council shall reasonably require within fourteen (14) working days of such request and the Council will have a further three (3) weeks to review the further information and provide acceptance from receipt.
- 3.3 Failure by the Council to adhere to the timeframes at Paragraphs 3.1 and 3.2 of this Schedule will result in deemed approval following expiry of such timeframes
- 3.4 The Owner shall pay the reasonable and proper costs incurred by the Council in reviewing, assessing and agreeing the Viability Review.
- 3.5 The Viability Review shall be carried out using the following formula to determine the surplus profit cost based figures relating to the Planning Application only (for the avoidance of doubt not relating to any other permissions/consents within Bridge House or the area shown on Plan 2) which will be used to determine the Affordable Housing Contribution:

$$X = (A) - (C) - P$$

X = Surplus Profit (£)

A = Estimated gross development value ("GDV") as determined at the time of the Viability Review (£) (not including value attributed to ground rent)

C = Estimated development costs as determined at the time of the Viability Review (£) means the build costs of the Development comprising demolition construction and external works including a 5% contingency, acquisition costs, Community Infrastructure Levy contributions (plus indexation), other financial contributions pursuant to this Deed cost of finance at 6%, sales agency and sales marketing and legal costs of 3%

P = Target Return (£) meaning the agreed developer profit of 20% on estimated GDV

4. If the Owner and the Council are unable to agree the Viability Review, the matter shall

be determined by an Expert in accordance with Clause 12 of this Deed

5. Where the Viability Review shows that the Development generates a Surplus Profit the amount to be paid by the Owner will be agreed in writing between the Owner and the Council according to the formula stated in paragraph 3.5 of this Schedule **such Surplus Profit shall not be more than the cost of providing 35% (22 Habitable Rooms) Affordable Housing Units**. Once agreed the Owner will pay the Surplus Profit within 30 working days to the Council
6. Upon payment in accordance with paragraph 5 above the obligations in this Schedule and Schedule 2 shall cease to apply and the Affordable Housing Unit(s) shall become Open Market Dwelling(s)

PART B - AFFORDABLE HOUSING REVIEW MECHANISM

7. The Owner shall notify the Council in writing of the date on which it considers that the Substantial Implementation has been achieved no later than 10 working days after such date and such notice shall be accompanied by full documentary evidence on an open book basis to enable the Council to independently assess whether Substantial Implementation has occurred and whether it was achieved on or before the Review Date.
8. Following the Owner notification pursuant to Paragraph 7 of this Schedule, the Owner shall afford the Council access to the Site to inspect and assess whether or not the works which have been undertaken have achieved Substantial Implementation PROVIDED ALWAYS THAT the Council shall:
 - 8.1 provide the Owner with reasonable written notice of its intention to carry out such an inspection;
 - 8.2 comply with relevant health and safety legislation; and
 - 8.3 at all times be accompanied by the Owner or its agent.
9. No later than 20 working days after the Council receives notice pursuant to paragraph 7 of this Schedule the Council shall inspect the Site and thereafter provide written confirmation to the Owner within 10 working days of the inspection date as to whether or not the Council considers that the Substantial Implementation has been achieved before the Review Date PROVIDED ALWAYS THAT the parties may refer the matter under Clause 12 of this Deed and if the Council fail to provide written confirmation within 20 working days of the inspection date it shall be deemed that Substantial Implementation has been achieved before the Review Date
10. If the Council considers that Substantial Implementation has been achieved before the Review Date then the following Paragraphs in this Schedule will no longer apply

11. Subject to Paragraph 10 of this Schedule should the Council consider Substantial Implementation has not occurred at the Review Date the Council may serve written notice upon the Owner requiring that they provide to the Council a Viability Report using the Viability Assessment Mechanism, at the Owner's own expense within 2 months of notification from the Council, in order to establish whether the Development would be Financially Viable if the Initial Quantum of Affordable Housing is increased.
12. In the event that the Council serves on the Owner the notice referred to in paragraph 11 of this Schedule, the Owner at their own expense use the Viability Assessment Mechanism to prepare a Viability Report for the purpose of reassessing the Initial Quantum of Affordable Housing for the Development and shall deliver the Viability Report to the Council within 2 months of service of the notice referred to in paragraph 11 of this Schedule.
13. Following receipt of the Viability Report the Council shall at any time request additional information and evidence in respect of matters contained in (or omitted from) the Viability Report, the Owner shall promptly after any such request provide to the Council such information and evidence in a format approved by the Council.
14. If the Council needs to appoint a Financial Viability Appraisal Consultant to assess the submitted Viability Report, the Owner shall be responsible to pay for the costs of the appointment of the Council's Financial Viability Appraisal Consultant.
15. Where the Council responds with details of the elements of the Viability Report that are not agreed together with reasons for disagreement and alternative figures assumptions or bases of calculations then the Owner shall within 28 working days following the receipt of the Council's response provide a reply in writing either:
 - 15.1 confirming the Owner's acceptance of the Council's alternative figures assumptions or bases of calculation; or
 - 15.2 specifying those matters contained within the Council's response that are not agreed together with full reasons for the same ("Disputed Matters").
16. Any Disputed Matters shall be determined as provided for in Clause 12 of this Deed at the election of either party.
17. If the Council confirms in writing that it agrees with the Viability Report then that report shall become an agreed Viability Report for the purposes of this Deed.
18. The following process and assumptions shall be relied upon and followed in applying the Viability Assessment Mechanism pursuant to this Deed:

- 18.1 the Revised Quantum of Affordable Housing for the Development will not be less than the Initial Quantum;
- 18.2 the Revised Quantum of Affordable Housing in the Development as a whole shall not under any circumstances exceed 35% (thirty five percent) of the Dwellings within the Development.
19. The parties hereby agree that the following assumptions shall apply in any application of the Viability Assessment Mechanism:
- 19.1 **Land costs**
This is the value of the Site at the time it was invested in the project by the Owner.
- 19.2 **Planning Costs**
These are the costs reasonably incurred by the Owner in obtaining the Planning Permission and all reserved and conditional matters thereunder and all requisite consents required for infrastructure works. These costs will be a combination of actual cost reasonably incurred at the date of the Viability Report and a forecast for all anticipated future expenditure. For the avoidance of doubt these include all planning costs of complying with the planning obligations relating to the development.
- 19.3 **Enabling Works**
These are the costs reasonably incurred by the Owner for all proposed infrastructure works necessarily required for the carrying out of the Development. These costs will be a combination of actual cost reasonably incurred at the date of the Viability Report and a forecast for all anticipated future expenditure.
- 19.4 **Sales Costs**
These are the costs reasonably incurred by the Owner in selling land to developers of the Site, e.g. legal fees, sales agent fees etc. These costs will be a combination of actual cost reasonably incurred at the date of the Viability Report and a forecast for all anticipated future expenditure.
- 19.5 **Sales Income**
This is all of the income received in respect of the development of the Site including land sales (including additional overage sums), rents, advertisement and all other income. This income will represent actual income received at the date of the Viability Report. It will be evidenced by a statement by the Owner's solicitors:

- 19.5.1 verifying the historic income from the development of the Site such as receipts from land sales;
 - 19.5.2 certifying that all of the sale receipts represent arms length disposals and at open market value;
 - 19.5.3 in the case of a disposal not for money providing information about the arrangements to enable the value of the transaction to be assessed.
- 19.6 Historic Costs**
The costs referred to in paragraphs above will be verified by a statement by the Owner's auditors verifying the historic costs concerned.
- 19.7 Forecast Costs**
Full details of the forecast costs referred to in paragraphs above will be verified by an independent and appropriately qualified quantity surveyor.
- 19.8 Other Costs**
Any other costs directly and properly incurred in connection with the carrying out of the Development
20. If the Viability Report produced and agreed in writing by the Council in accordance with this Schedule indicates that the Development would not be Financially Viable if the Initial Quantum were to be increased, then the Affordable Housing (if any) shall be delivered in accordance with this Deed and in line with the Initial Quantum.
21. If the Viability Report produced and agreed or determined in accordance with this Schedule indicates that the Development would be Financially Viable with a quantum of Affordable Housing that is greater than the Initial Quantum then the quantum of Affordable Housing within the Development or provided in accordance with Paragraph 2.2 Schedule 3 of this Deed shall be increased to a new quantum of Affordable Housing which represents the maximum quantum (set out at Paragraph 18.2 of this Schedule) could be sustained by the Development whilst remaining Financially Viable as evidenced by the agreed or determined by the Viability Report
22. Following the Viability Report being agreed or determined, the Council shall notify the Owner of the Revised Quantum for Affordable Housing to be provided either at the Site or if the provisions under Schedule 3 have been triggered in accordance with the provisions sets out in this Schedule and for the avoidance of doubt the references to Affordable Housing Units will refer to the Additional Affordable Housing Units
23. Subject to paragraph 18 of this Schedule, the Owner shall:
- 23.1 Within two (2) months of the Council notifying the Owner of the Revised

Quantum, provide to the Council a scheme for written approval by the Council ("Additional Affordable Housing Units Scheme"), which shall include (but not limited to):

- 23.1.1 The layout, design and specification of the Additional Affordable Housing Units;
- 23.1.2 The tenure of the Additional Affordable Housing Units;
- 23.1.3 How the Additional Affordable Housing will be delivered and secured in perpetuity and only occupied in accordance with the approved scheme; and
- 23.1.4 How the Additional Affordable Housing Units will be managed to ensure they are retained and used in perpetuity as Additional Affordable Housing

and the Owner shall make such amendments to the proposed scheme as are reasonably required by the Council.

- 23.2 Following approval by the Council of the scheme referred to in paragraph 23.1 above, the Owner shall enter into such legal agreements with the Council as the Council reasonably require ensuring that the Revised Quantum of Affordable Housing is delivered

24. Subject to the written approval of the Council the Owner may pay a financial contribution towards the provision by the Council of Affordable Housing within the Council's Area in lieu of providing the Revised Quantum in the event that it would be impracticable or unreasonable to provide the Revised Quantum or if any of the Open Market Dwellings shall have already been sold 'off-plan' or if it would materially affect the ability of the Owner or their successors in title from disposing of any Dwelling or if the Council shall otherwise agree and provided always that the amount of such financial contribution shall be equal to the cost to the Owner of providing the Revised Quantum and shall be determined in accordance with Clause 12 of this Deed if not agreed between the Owner and the Council acting reasonably.

25. The Owner shall pay on demand the Council's reasonable costs, expenses and fees of reviewing the Viability Report and agreeing or determining the Revised Quantum.

SCHEDULE 4
AIR QUALITY CONTRIBUTION

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

1. Prior to Occupation of 50% of the Dwellings to pay to the Council the Air Quality Contribution; and
2. Not to cause or allow or permit more than 50% of Dwellings to be Occupied until the Air Quality Contribution is paid to the Council.

SCHEDULE 5
CARBON OFFSET CONTRIBUTION

1. The Owner hereby covenants and agrees with the Council as follows:
 - 1.1 Prior to Commencement to Development to submit a Further Energy Assessment to the Council for approval in writing
 - 1.2 If the Council confirms that the details submitted under the Further Energy Assessment address the full Carbon Shortfall then no Carbon Offset Contribution will be payable
 - 1.3 If there is still a Carbon Shortfall then the Owner will pay to the Council the relevant Carbon Offset Contribution (using the formula of Carbon Shortfall (tCO₂) x £1,800) for the relevant shortfall prior to Occupation of 50% of the Dwellings
 - 1.4 Not to cause or allow or permit more than 50% of Dwellings to be occupied until the relevant Carbon Offset Contribution is paid to the Council.
2. The Council hereby covenants with the Owner to review the details in relation to the Further Energy Assessment within 60 days of receipt

SCHEDULE 6

PUBLIC REALM CONTRIBUTION

The Owner hereby covenants with the Council as follows:

1. Prior to Occupation of 50% of the Dwellings to pay to the Council the Public Realm Contribution; and
2. Not to cause or allow or permit more than 50% of Dwellings to be Occupied until the Public Realm Contribution is paid to the Council.

SCHEDULE 7
HIGHWAY CONTRIBUTION

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

- 1 Prior to Occupation of the Development to submit a Transport Study and the proposed Highway Contribution for the Development to the Council for their written approval
- 2 The Transport Study and the proposed Highway Contribution must be approved by the Council before the relevant Highway Contribution is paid;
- 3 Pay the relevant Highway Contribution prior to first Occupation of the Development;
- 4 The Council covenants with the Owner that it will approve the Transport and confirm the Highway Contribution payable within 60 working days from receipt from the Owner ; and
- 5 Not to Occupy or cause or allow or permit Occupation of the Development before the Highways Contribution has been paid.

SCHEDULE 8

CANAL AND RIVER TRUST CONTRIBUTION

The Owner hereby covenants with the Council as follows:

1. Prior to Commencement of the Development to pay to the Council the Canal and River Trust Contribution;
2. The Canal and River Trust Contribution will be used for Canal Improvement Works land in the vicinity of the Site as shown on **Plan 4**; and
3. Not to Commence Development before the Canal and River Trust Contribution is paid to the Council.

SCHEDULE 9

RESIDENTIAL PARKING PERMITS

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

1. Upon completion of this Deed not to apply to the Council for a Parking Permit in respect of any Dwelling nor to knowingly permit any owner or occupier of the Dwelling to apply to the Council for a Parking Permit and if such a permit is issued in respect of the Dwelling it shall be surrendered to the Council within seven (7) days of written demand.
2. That all material used for advertising or marketing the Dwellings for letting or sale will notify prospective owners and occupiers that they will not be entitled to apply for a Parking Permit.
3. That in respect of every freehold transfer or lease granted assigned transferred or otherwise provided in respect of the Dwelling the following covenant shall be imposed (or a covenant of substantially the same nature in respect of any tenancy agreement licence or other instrument entitling Occupation of the Dwelling):

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

SCHEDULE 10

CONSTRUCTION TRAINING

The Owner hereby covenants with the Council as follows:

Construction Training Scheme: In-kind Provision

1. Prior to Commencement of Development to meet (along with the Owner's main contractor) with representatives from the Council's partnership team and agree the basis and methodology of the Construction Training Scheme for this Development.
2. 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.
3. The Owner shall issue a written statement to prospective contractors and sub-contractors at the tendering of work stage for the Development which sets out the obligations in this Schedule and the Owner's commitment to ensuring that the obligations contained in this Schedule are complied with.
4. Prior to Commencement of the Development the Owner and the Council shall agree the Co-ordinator Costs (if any).
5. Prior to Commencement of the Development the Owner shall pay the agreed Co-ordinator Costs to the Council (if any).
6. Not to Commence or cause or permit to be Commenced any part of the Development until the obligations contained in paragraphs 1 - 5 of this Schedule have been complied with.
7. In the event of Significant Under-Performance the Council reserves the right to request the 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.
8. In the event of Significant Under-Performance and a notice has been issued by the Council under paragraph 7 above, not to Occupy or cause to be Occupied any part

of the Development before the Construction Training Contribution is paid to the Council.

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

9.1 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

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

Construction Training Contribution in lieu

10. The Construction Training Scheme will not be required and the obligations within paragraphs 1 – 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

SCHEDULE 11

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 & 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: HEAD OF PLANNING AND ENFORCEMENT

FORM PO1

RESIDENTS SERVICES
LONDON BOROUGH OF HILLINGDON

3N CIVIC CENTRE

HIGH STREET UXBRIDGE

MIDDLESEX UB8 1UW

SECTION 106/278 LEGAL AGREEMENT

SITE ADDRESS: _____

PLANNING REFERENCE: _____

DESCRIPTION OF DEVELOPMENT: _____

DATE OF COMMITTEE AUTHORISATION: _____

SECTION 106 OBLIGATIONS: _____

DATE OF IMPLEMENTATION OF DEVELOPMENT: _____

SECTION 106/278 OBLIGATION:

(i) NOTIFIED TO THE COUNCIL: _____

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

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

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

☐

FOR COUNCIL USE

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

COST CODE: _____

PLANNING COSTS: _____

LEGAL COSTS: _____

OTHER COSTS (IDENTIFY): _____

MAINTENANCE COSTS (COMMUTED SUM)

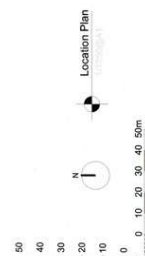
INTEREST BEARING ACCOUNT FOR BENEFIT OF OBLIGATIONS	YES/NO
---	--------

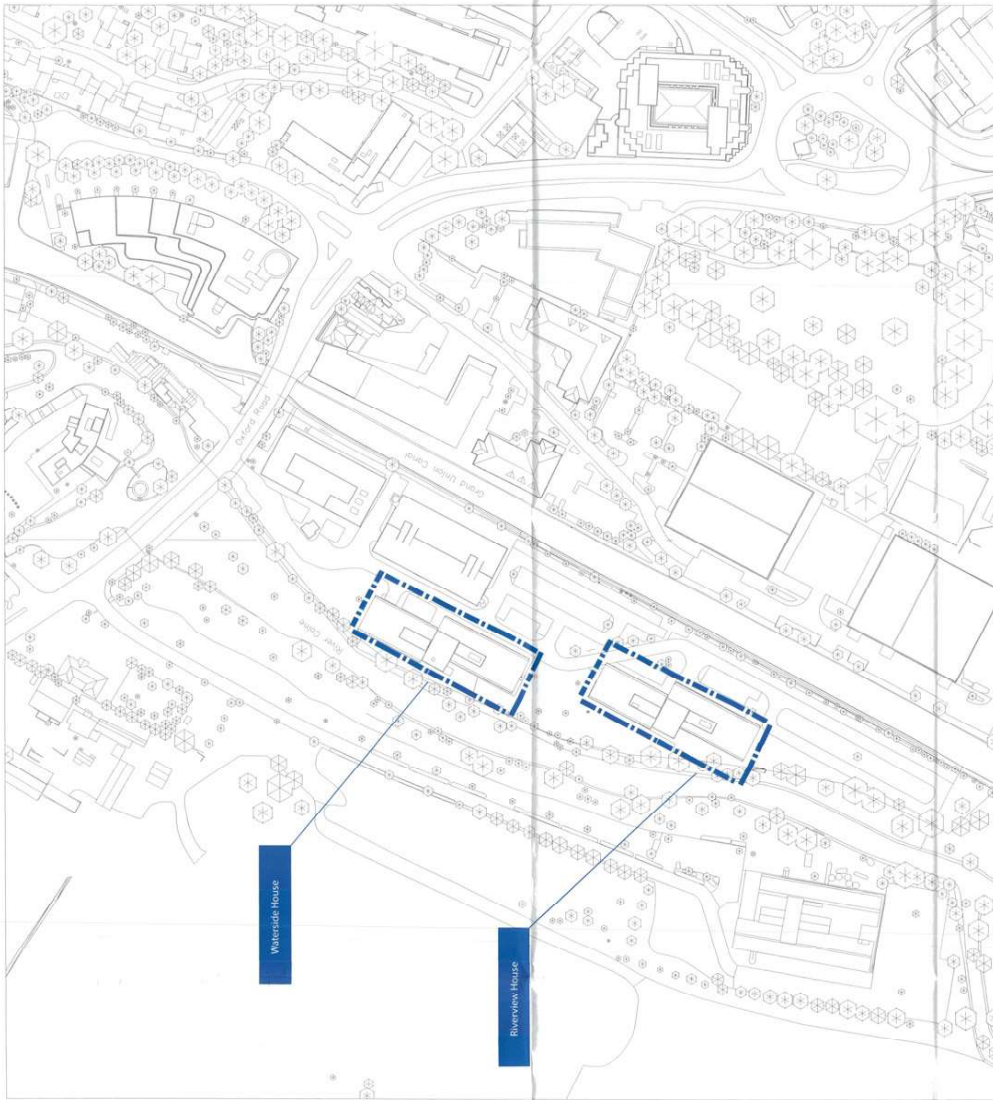
APPENDIX 2

PLANS 1-4

and own by the applicant

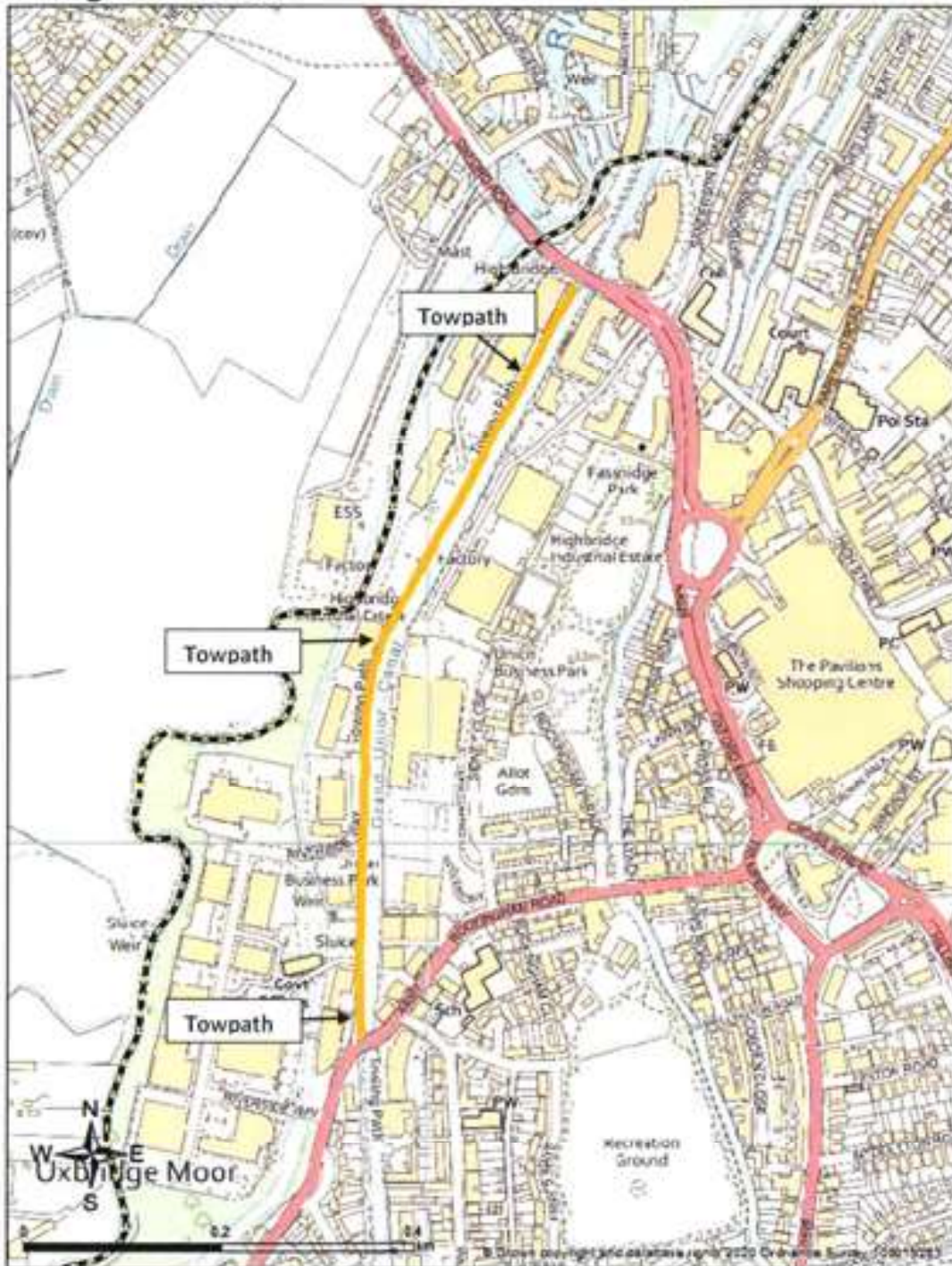
J. DUNN
D. B. R.
J. DUNN





J. Dunner
J. DUNNER

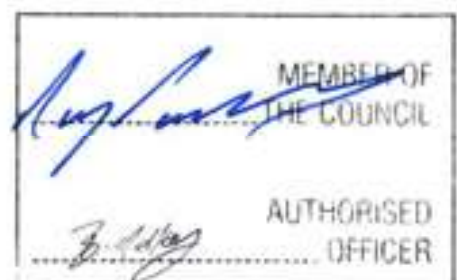
Hillingdon Browser



Map Notes

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Towpath Plan One



APPENDIX 3

DRAFT PLANNING PERMISSION

DRAFT

Brooks Murray Architects
Unit 1, Second Floor
The Arts Building, Morris Place
London
N4 3JG

Application Ref: 40050/APP/2018/1737

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

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

Description of development:

Demolition of existing rooftop plant room and replacement with two storey extension to provide 25 new residential units (Use Class C3), ancillary gymnasium (Use Class D2) plus associated landscaping and parking (AMENDED APRIL 2019).

Location of development: Bridge House Oxford Road Uxbridge

Date of application: 20 June 2018

Plan Numbers: See attached Schedule of plans

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

Draft Decision Notice produced: 27 August 2019

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: 40050/APP/2018/1737

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:

1066.01-001 Rev B

A_SK_190816_01 Rev 01

1066.01-002 Rev B

1066.01-107

1066.01-108

1066.01-200

1066.01-201

1066.01-202

1066.01-106 Rev A

568-PTA-ZZ-00-DR-A-6000 Rev P03; and shall thereafter be retained/maintained for as long as the development remains in existence.

REASON

To ensure the development complies with the provisions Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012), the Emerging Hillingdon Local Plan: Part 2 Development Management Policies and the London Plan (2016).

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

Design and Access Statement, May 2018

Planning Statement

Air Quality Assessment, June 2018

Transport Statement, June 2018

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 Saved UDP Policies (November 2012), the Emerging Hillingdon Local Plan: Part 2 Development Management Policies and the London Plan (2016).

SCHEDULE OF CONDITIONS

- 4 . No development shall take place until details of all materials and external surfaces, including details of balconies have been submitted to and approved in writing by the Local Planning Authority. Any proposed glazing should be tinted, or use other such similar measure, to reduce light spill. Thereafter the development shall be constructed in accordance with the approved details and be retained as such.

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

REASON

To ensure that the development presents a satisfactory appearance in accordance with Policy BE13 Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012) and Policy DMHB 11 of the Emerging Hillingdon Local Plan: Part 2 Development Management Policies.

SCHEDULE OF CONDITIONS

5. No development shall take place until 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 to include covered and secure provision for 25 cycles
 - 2.c Means of enclosure/boundary treatments
 - 2.d Car Parking Layouts (including 38 car parking spaces and demonstration that 8 parking spaces (20%) are served by active electrical charging points and 8 parking spaces (20%) are served by passive electrical charging points, plus 4 disabled spaces.
 - 2.e Hard Surfacing Materials
 - 2.f External Lighting
 - 2.g Other structures (such as furniture)
 3. Living Walls and Roofs
 - 3.a Details of the inclusion of living walls and roofs
 - 3.b Justification as to why no part of the development can include living walls and roofs
 4. Details of Landscape Maintenance
 - 4.a Landscape Maintenance Schedule for a minimum period of 5 years.
 - 4.b Proposals for the replacement of any tree, shrub, or area of surf/seedling 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 BE13, BE38 and AM14 Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012), Policies DMHB 11, DMHB 14 and DMT 6 of the Emerging Hillingdon Local Plan: Part 2 Development Management Policies and Policy 5.17 (refuse storage) of the London Plan (2016).

SCHEDULE OF CONDITIONS

- 6 . Prior to occupation of the development, a Parking Allocation Plan shall be submitted to and approved in writing by the Local Planning Authority. Thereafter, the parking shall be for residential use of the flats hereby approved and as agreed within the Parking Allocation Plan unless otherwise agreed in writing by the Local Planning Authority.

REASON

To ensure availability and management of parking, in accordance with policies AM2, AM7 and AM14 of the Hillingdon Local Plan: Part 2 Saved UDP Policies (Nov 2012), Policy DMT 6 of the Emerging Hillingdon Local Plan: Part 2 Development Management Policies and policies 6.3 and 6.13 of the London Plan (2016).

- 7 . Prior to commencement, (excluding demolition and site clearance) details of the proposed green/blue roof shall be submitted to, and approved in writing by the Local Planning Authority.

As a minimum, the submitted information shall include a layout showing the extent of green/blue roof, a cross section showing the formation depths of substrate, details of the outfall arrangements to the existing drainage system and the maximum flow rate from the green/blue roof. The information shall also provide details on the arrangements for the management and maintenance of the green/blue roof, as well as details for the management and maintenance of the wider drainage network.

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 of the Hillingdon Local Plan: Part 1- Strategic Policies (Nov 2012), Policy DME1 10 Water Management, Efficiency and Quality of the emerging Hillingdon Local Plan Part 2 Development Management Policies (with modifications March 2019), Policies 5.12, 5.13 and 5.15 of the London Plan (2016). National Planning Policy Framework (June 2019), and the Planning Practice Guidance (Flood Risk and Coastal Change March 2014).

- 8 . The building and 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 reflect the guidance contained in the Council's SPG on Community Safety By Design and to ensure the development provides a safe and secure environment in accordance with London Plan (2016) Policies 7.1 and 7.3.

SCHEDULE OF CONDITIONS

- 9 . The development hereby approved shall ensure that 10% of the residential units are constructed to meet the standards for Category 3 M4(3) dwelling, with all remaining units designed to the standards for Category 2 M4(2) dwelling, as set out in Approved Document M to the Building Regulations (2010) 2015, and all such provisions shall remain in place for the life of the building.

REASON

To ensure an appropriate standard of housing stock, in accordance with London Plan Policy 3.8 (c) and (d), is achieved and maintained.

- 10 . The noise level in rooms at the development hereby approved shall meet the noise standard specified in BS8233:2014 for internal rooms and external amenity areas.

REASON

To ensure that the amenity of the occupiers of the proposed development is not adversely affected by transport and commercial noise in accordance with policy OE5 of the Hillingdon Unitary Development Plan.

- 11 . Prior to occupation of the development, details shall be submitted to and approved in writing by the Council, of an enhanced sound insulation value $D_{nT,w}$ of at least 5dB above the Building Regulations value, for the floor/ceiling/wall structures separating different types of rooms/ uses in adjoining dwellings, namely (20dB for the gym area proposed). Approved details shall be implemented prior to occupation of the development and thereafter be permanently retained.

REASON

To safeguard the amenity of the surrounding area in accordance with policy OE1 of the Hillingdon Unitary Development Plan.

- 12 . Before the development hereby approved commences, a Construction Environmental Management Plan (CEMP) shall be submitted to, and approved in writing by, the Local Planning Authority. The CEMP shall comprise such combination of measures for controlling the effects of demolition, construction and enabling works associated with the development as may be approved by the Local Planning Authority. The CEMP shall address issues including the phasing of the works, hours of work, noise and vibration, air quality, waste management, site remediation, plant and equipment, site transportation and traffic management including routing, signage, permitted hours for construction traffic and construction materials deliveries. It will ensure appropriate communication with, the distribution of information to, the local community and the Local Planning Authority relating to relevant aspects of construction. Appropriate arrangement should be made for monitoring and responding to complaints relating to demolition and construction. All demolition, construction and enabling work at the development shall be carried out in accordance with the approved CEMP unless otherwise agreed in writing by the LPA.

REASON

To safeguard the amenity of surrounding areas in accordance with policy OE5 of the Hillingdon Local Plan: Part Two Saved UDP Policies (November 2012) and Policy DMHB 11 of the Emerging Hillingdon Local Plan: Part 2 Development Management Policies.

SCHEDULE OF CONDITIONS

- 13 . Prior to above ground works, an energy assessment shall be submitted to and approved in writing by the Local Planning Authority. The energy assessment shall provide full details and specifications of all the measures to be implemented on site to demonstrate the development will achieve the energy reduction targets of the London Plan Policy 5.2. The assessment shall demonstrate at least a 35% saving onsite with any shortfall being made up through an offsite contribution. The details within the assessment must include:

1. A full and clear baseline of the energy (kwhr) and carbon (tCO2) associated with the development assessment against building regulations 2013.
2. Full details of the energy efficiency measures to be incorporated within the development and their impact on the baseline energy and carbon performance.
3. Full details (including plans, elevations and roof plans) and specifications of the low and zero carbon technology to be incorporated within the development and the impact on the baseline energy and carbon performance.

The development must proceed in accordance with the approved assessment, plans and specifications.

REASON

To ensure the development contributes to the reduction of carbon emissions in accordance with Policy 5.2 of the London Plan (2016) and Policy DME1 2 of the Emerging Hillingdon Local Plan: Part 2 Development Management Policies.

- 14 . Prior to commencement of development, full details of the PVs required to meet the 35.1% carbon savings set out in the energy assessment shall be submitted and approved in writing by the Local Planning Authority. The details shall include, roof plans, elevations, specifications, fixing mechanisms, orientation and sun path analysis. The development must proceed in accordance with the approved details.

Reason

To ensure the development contributes to a reduction in CO2 in accordance with London Plan Policy 5.2.

- 15 . Prior to occupation of the development, a Servicing and Refuse Collection Strategy shall be submitted to and approved in writing by the Local Planning Authority. Thereafter, servicing and collection shall be carried out as agreed within this approved plan unless otherwise agreed in writing by the Local Planning Authority.

REASON

To ensure appropriate servicing of the site, to safeguard highway safety, and to safeguard the free flow of traffic, in accordance with policies AM2, AM7 and AM14 of the Hillingdon Local Plan: Part 2 Saved UDP Policies (Nov 2012), Policies DMHB 11 and DMT 1 of the Emerging Hillingdon Local Plan: Part 2 Development Management Policies and policy 6.3 of the London Plan (2016).

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

SCHEDULE OF CONDITIONS

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 Unitary Development Plan Saved Policies (September 2007) as incorporated into the Hillingdon Local Plan (2012) set out below, including Supplementary Planning Guidance, and to all relevant material considerations, including The London Plan - The Spatial Development Strategy for London consolidated with alterations since 2011 (2016) and national guidance.

- AM1 Developments which serve or draw upon more than a walking distance based catchment area - public transport accessibility and capacity considerations
- AM13 AM13 Increasing the ease of movement for frail and elderly people and people with disabilities in development schemes through (where appropriate): -
(i) Dial-a-ride and mobility bus services
(ii) Shopmobility schemes
(iii) Convenient parking spaces
(iv) Design of road, footway, parking and pedestrian and street furniture schemes
- AM14 New development and car parking standards.
- AM15 Provision of reserved parking spaces for disabled persons
- AM7 Consideration of traffic generated by proposed developments.
- AM9 Provision of cycle routes, consideration of cyclists' needs in design of highway improvement schemes, provision of cycle parking facilities
- BE13 New development must harmonise with the existing street scene.
- BE15 Alterations and extensions to existing buildings
- BE20 Daylight and sunlight considerations.
- BE21 Siting, bulk and proximity of new buildings/extensions.
- BE23 Requires the provision of adequate amenity space.
- BE24 Requires new development to ensure adequate levels of privacy to neighbours.
- BE26 Town centres - design, layout and landscaping of new buildings
- BE38 Retention of topographical and landscape features and provision of new planting and landscaping in development proposals.
- EC3 Potential effects of development on sites of nature conservation importance
- H4 Mix of housing units
- H5 Dwellings suitable for large families
- H8 Change of use from non-residential to residential
- OE1 Protection of the character and amenities of surrounding properties and the local area

SCHEDULE OF CONDITIONS

OE5	Siting of noise-sensitive developments
LPP 3.3	(2016) Increasing housing supply
LPP 3.4	(2015) Optimising housing potential
LPP 3.5	(2016) Quality and design of housing developments
LPP 5.1	(2016) Climate Change Mitigation
LPP 5.12	(2016) Flood risk management
LPP 5.13	(2016) Sustainable drainage
LPP 5.2	(2016) Minimising Carbon Dioxide Emissions
LPP 5.3	(2016) Sustainable design and construction
LPP 5.7	(2016) Renewable energy
LPP 6.13	(2016) Parking
LPP 6.5	(2016) Funding Crossrail and other strategically important transport infrastructure
LPP 7.14	(2016) Improving air quality
LPP 7.2	(2016) An inclusive environment
LPP 7.3	(2016) Designing out crime
LPP 7.4	(2016) Local character
LPP 7.5	(2016) Public realm
LPP 8.2	(2016) Planning obligations
LPP 8.3	(2016) Community infrastructure levy
HDAS-LAY	Residential Layouts, Hillingdon Design & Access Statement, Supplementary Planning Document, adopted July 2006
LDF-AH	Accessible Hillingdon, Local Development Framework, Supplementary Planning Document, adopted January 2010
SPD-NO	Noise Supplementary Planning Document, adopted April 2006
SPD-PO	Planning Obligations Supplementary Planning Document, adopted July 2008
SPG-AQ	Air Quality Supplementary Planning Guidance, adopted May 2002
SPG-CS	Community Safety by Design, Supplementary Planning Guidance, adopted July 2004
NPPF1	NPPF - Delivering sustainable development
NPPF6	NPPF - Delivering a wide choice of high quality homes
NPPF7	NPPF - Requiring good design
DMH 2	Housing Mix
DMH 7	
DMCI 7	Planning Obligations and Community Infrastructure Levy
DMT 2	Highways Impacts
DMT 6	Vehicle Parking

SCHEDULE OF CONDITIONS

DMHB 1	Heritage Assets
DMHB 2	Listed Buildings
DMHB 4	Conservation Areas
DMHB 10	High Buildings and Structures
DMHB 11	Design of New Development
DMHB 14	Trees and Landscaping
DMEI 1	Living Walls and Roofs and Onsite Vegetation
DMEI 2	Reducing Carbon Emissions
DMEI 6	Development in Green Edge Locations
DMEI 8	Waterside Development
DMEI 9	Management of Flood Risk
DMEI 10	Water Management, Efficiency and Quality
DMEI 14	Air Quality

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 the 'Saved' UDP 2007, Local Plan Part 1, Supplementary Planning Documents, Planning Briefs and other informal written guidance, as well as offering a full pre-application advice service, in order to ensure that the applicant has been given every opportunity to submit an application which is likely to be considered favourably.
4. Under the terms of the Planning Act 2008 (as amended) and Community Infrastructure Levy Regulations 2010 (as amended), this development is liable to pay the London Borough of Hillingdon Community Infrastructure Levy (CIL) and the Mayor of London's Community Infrastructure Levy (CIL). This will be calculated in accordance with the London Borough of Hillingdon CIL Charging Schedule 2014 and the Mayor of London's CIL Charging Schedule 2012. Before commencement of works the development parties must notify the London Borough of Hillingdon of the commencement date for the construction works (by submitting a Commencement Notice) and assume liability to pay CIL (by submitting an Assumption of Liability Notice) to the Council at planning@hillingdon.gov.uk. The Council will then issue a Demand Notice setting out the date and the amount of CIL that is payable. Failure to submit a valid Assumption of Liability Notice and Commencement Notice prior to commencement of the development may result in surcharges being imposed.

The above forms can be found on the planning portal at:
www.planningportal.gov.uk/planning/applications/howtoapply/whattosubmit/cil

Pre-Commencement Conditions: These conditions are important from a CIL liability perspective as a scheme will not become CIL liable until all of the pre-commencement conditions have been discharged/complied with.

5. The following information has been provided by the Canal and Rivers Trust:

SCHEDULE OF CONDITIONS

1. The applicant/developer should refer to the current "Code of Practice for Works affecting the Canal & River Trust" to ensure that any necessary consents are obtained (<https://canalrivertrust.org.uk/business-and-trade/undertaking-works-on-our-property-and-our-code-of-practice>).
 2. The applicant/developer is advised that any encroachment, oversail of or access onto the canal towpath requires written consent from the Canal & River Trust, and they should contact the Canal & River Trust's Estates Surveyor, Bernadette McNicholas (Bernadette.McNicholas@canalrivertrust.org.uk) regarding the required access agreement.
 3. The applicant/developer is advised that any surface water discharge into waterspace belonging to the Canal & River Trust will require written consent, and they should contact the Canal & River Trust's Utilities team, Nick Pogson for further information (Nick.Pogson@canalrivertrust.org.uk).
6. The following information has been provided by Cadent:

Considerations in relation to gas pipeline/s identified on site:

Cadent have identified operational gas apparatus within the application site boundary. This may include a legal interest (easements or wayleaves) in the land which restricts activity in proximity to Cadent assets in private land. The Applicant must ensure that proposed works do not infringe on Cadent's legal rights and any details of such restrictions should be obtained from the landowner in the first instance.

If buildings or structures are proposed directly above the gas apparatus then development should only take place following a diversion of this apparatus. The Applicant should contact Cadent's Plant Protection Team at the earliest opportunity to discuss proposed diversions of apparatus to avoid any unnecessary delays.

If any construction traffic is likely to cross a Cadent pipeline then the Applicant must contact Cadent's Plant Protection Team to see if any protection measures are required.

All developers are required to contact Cadent's Plant Protection Team for approval before carrying out any works on site and ensuring requirements are adhered to.

Email: plantprotection@cadentgas.com Tel: 0800 688 588

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.: 40050/APP/2018/1737

SCHEDULE OF PLANS

1066.01-001 Rev. B - received 11 Apr 2019
1066.01-003 Rev. B - received 11 Apr 2019
1066.01-106 Rev. A - received 05 Aug 2019
568-PTA-ZZ-00-DR-A-6000 Rev. P03 - received 05 Aug 2019
Affordable Housing Statement - received 29 Jun 2018
Planning Statement - received 29 Jun 2018
Air Quality Assessment - received 29 Jun 2018
Energy Statement - received 29 Jun 2018
Sustainability Report - received 29 Jun 2018
Transport Statement - received 29 Jun 2018
Flood Risk Assessment, SUDS and Drainage Strategy Report - received 29 Jun 2018
1066.01-106 Rev A - received 05 Aug 2019
568-PTA-ZZ-00-DR-A-6000 Rev. P01 - received 17 Jun 2019
A_SK_190816_01 Rev 01 - received 20 Aug 2019
Design & Access Statement - Roof Extension - received 09 May 2018
1066.01-012 - Existing Second Floor Plan - received 09 May 2018
1066.01-011 - Existing First Floor Plan - received 09 May 2018
1066.01-014 - Existing Fourth Floor Plan - received 09 May 2018
1066.01-016 - Existing Sixth Floor Plan - received 09 May 2018
1066.01-015 - Existing Fifth Floor Plan - received 09 May 2018
1066.01-018 - Existing Roof Plan - received 09 May 2018
1066.01-013 - Existing Third Floor Plan - received 09 May 2018
1066.01-010 - Existing Ground Floor Plan - received 09 May 2018
1066.01-301 - Proposed section BB - received 09 May 2018
1066.01-020 - Existing North and south elevations - received 09 May 2018
1066.01-022 - Existing East elevation - received 09 May 2018
1066.01-021 - Existing West elevation - received 09 May 2018
1066.01-030 - Existing section AA - received 09 May 2018
1066.01-107 - Proposed Seventh floor plan - received 09 May 2018
1066.01-108 - Proposed roof plan - received 09 May 2018

1066.01-201 - Proposed West elevation - received 09 May 2018

1066.01-202 - Proposed East elevation - received 09 May 2018

1066.01-200 - Proposed North and South Elevation - received 09 May 2018

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

Bill Mollay
Authorised Officer

624924



Executed as a DEED by

**PERMITTED DEVELOPMENTS INVESTMENTS NO 6
LTD**

Acting by a Director *J. DUNNER*

Director:

In the presence of:-

Witness Name: *JOERI SPITZER*

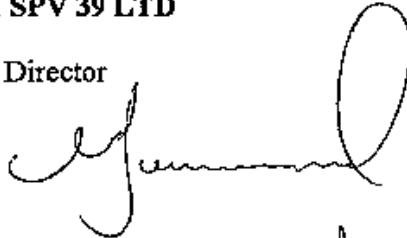
Witness Signature: *J. Spitzer*

Witness Address: *16 DANCROFT AVENUE
NW4 2NE
LONDON*

Executed as a DEED by

REDITUM SPV 39 LTD

Acting by a Director

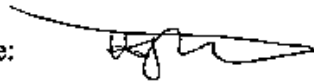


Director: Martin Dawood

In the presence of:-

Witness Name: Thomas Graham

Witness Signature:



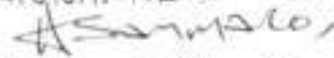
Witness Address:

96 Clapham Common Westside, London SW4 9AZ

Executed as a **DEED** by
PARAGON DEVELOPMENT FINANCE LIMITED
acting by its attorney, JONATHAN BAKER
under a power of attorney dated 23 March 2020


.....
Attorney

In the presence of:-

Witness Name: ANNAMARIA SAMMACO
Witness Signature: 
Witness Address: 12 NEW FETTER LANE
LONDON EC4A 1JP