

**DATED**

24 April

**2026**

**ORBIT DEVELOPMENTS (SOUTHERN) LIMITED**

**AND**

**VANTIVE LIMITED**

**TO**

**THE LONDON BOROUGH OF HILLINGDON**

**PLANNING OBLIGATION BY WAY OF UNILATERAL UNDERTAKING PURSUANT TO  
SECTION 106**

**OF THE TOWN AND COUNTRY PLANNING ACT 1990 AND ASSOCIATED POWERS**

**RELATING TO THE DEVELOPMENT OF LAND**

**PART FIRST FLOOR (WEST WING) 1 HEATHROW BOULEVARD 286 BATH ROAD  
SIPSON**

**PLANNING APPLICATION NUMBER: 43411/APP/2025/2140**

Planning & Corporate Team  
London Borough of Hillingdon  
Civic Centre, High Street  
Uxbridge, Middlesex  
Ref: 3E/04/27298

**THIS DEED** is dated

24 April

2026

**FROM**

- (1) **ORBIT DEVELOPMENTS (SOUTHERN) LIMITED** (company number: 02108532) whose registered office is situated at Emerson House Heyes Lane Alderley Edge Cheshire SK9 7LF ("the **Owner**"); and
- (2) **VANTIVE LIMITED** (Company number 14981842) whose registered office is situated at Wavertree Technology Park 2 Wavertree Boulevard Liverpool L7 9PE ("the **Tenant**");

**TO**

- (3) **THE LONDON BOROUGH OF HILLINGDON** of the Civic Centre, High Street, Uxbridge, Middlesex UB8 1UW ("the **Council**").

**BACKGROUND**

- A The Council is the local planning authority for the purposes of the Act in respect of the Land and by whom the obligations in this Deed are enforceable.
- B The Owner has a freehold interest in the Land registered under Title Number AGL44054 at the Land Registry.
- C On 8 August 2025 the Tenant submitted the Planning Application to the Council for permission to develop the Land.
- D The Tenant intends to develop the Land pursuant to the Planning Permission and has entered into an Agreement for Lease ("AFL") conditional on Planning Permission with the Owner. The Owner intends to grant, and the Tenant intends to take a new lease of the Land pursuant to the AFL.
- E The Council has considered the provisions of the development plan and taken into account planning considerations affecting the Land and considers that in the interests of the proper planning of its area the Development of the Land ought to only be permitted subject to the terms of this Deed and for that purpose the Owner is willing to give this Unilateral Undertaking.

**THIS DEED WITNESSES AS FOLLOWS: -**

## OPERATIVE PROVISIONS

### 1 INTERPRETATION

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

“1980 Act”	the Highways Act 1980 (as amended)
“1990 Act”	the Town and Country Planning Act 1990 (as amended);
“Air Quality Contribution”	means the Index Linked Sum of Six Thousand Four Hundred and Sixty Six pounds (£6,466) referred to in Schedule 1 payable to the Council to deliver its Air Quality Local Action Plan and/or implement specific measures at areas affected by the proposal that reduce emissions and/or reduce human exposure to pollution levels to offset air pollution emissions associated with the development
“Commencement of Development”	<p>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:</p> <ul style="list-style-type: none"> <li>- site clearance;</li> <li>- demolition (provided always that such works do not relate to any listed building within the Site);</li> <li>- archaeological investigations and works;</li> <li>- ground investigations;</li> <li>- site survey works;</li> <li>- temporary access construction works;</li> <li>- preparatory or remediation works;</li> <li>- works for the laying termination or diversion of services;</li> <li>- the erection of any temporary means of enclosure or site notices;</li> <li>- decontamination works;</li> <li>- erection of any fences and hoardings around the Site; and</li> <li>- environmental site investigations,</li> </ul>

	and <b>Commence</b> and <b>Commenced</b> shall be construed accordingly;
<b>“Director of Planning and Sustainable Growth”</b>	the Council’s Director of Planning and Sustainable Growth such person as the Council designates as undertaking this role
<b>“Development”</b>	the development of the Site pursuant to the Planning Permission;
<b>“Dwelling”</b>	means a unit of the residential accommodation to be provided as part of the Planning Application and Dwellings shall be construed accordingly;
<b>“Index Linked”</b>	the application of the formula provided at Clause 14;
<b>“Interest”</b>	Interest at the rate of 4% above the base lending rate of the HSBC Bank Plc from time to time
<b>“Land”</b>	means the land comprising the Site upon which the Development is to be constructed in accordance with the Planning Permission and contained within title number AGL44054
<b>“Occupied”</b>	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 <b>Occupation</b> and <b>Occupy</b> shall be construed accordingly;
<b>“Plan”</b>	the plan attached to this Deed at <b>Appendix 2</b> .
<b>“Planning Application”</b>	the application for planning permission for Change of use of part first floor from vacant Office (Class E) to Mixed Use Office / Healthcare Education / Training Facility (Sui Generis) under the Council’s reference number 43411/APP/2025/2140
<b>“Planning Permission”</b>	the planning permission that may be granted in pursuance of the Planning Application substantially in the form of the draft permission at <b>Appendix 3</b> ;

<b>“Planning Reference”</b>	43411/APP/2025/2140
<b>“Project Management and Monitoring Fee”</b>	means the sum equivalent to five percent (5%) of the total Air Quality Contribution to be used by the Council at its discretion for its costs incurred in administering, monitoring, reviewing and implementing this Deed in accordance with <b>Schedule 2</b> ;
<b>“SPD”</b>	means Supplementary Planning Document (Planning Obligations) adopted July 2014 for London Borough of Hillingdon
<b>“Site”</b>	the property known as Part First Floor (West Wing), 1 Heathrow Boulevard, 286 Bath Road Sipson shown for identification purposes only edged red on the Plan
<b>“VAT”</b>	value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax
<b>“Working Day”</b>	any day except Saturday, Sunday and any bank or public holiday and Working Days shall be construed accordingly.

## 1.2 In this Deed:

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

- 1.2.6 unless otherwise indicated, references to clauses and Schedules are to clauses of and Schedules to this Deed and references in a Schedule to a Part or paragraph are to a Part of paragraph of that Schedule;
- 1.2.7 where the agreement, approval, consent or an expression of satisfaction is required by the Owner under the terms of this Deed from the Council that agreement, approval, consent or satisfaction shall be given in writing and shall not be unreasonably withheld or delayed;
- 1.2.8 references to any statute or statutory provision include references to:
- 1.2.8.1 all Acts of Parliament and all other legislation having legal effect in the United Kingdom as directly or indirectly amended, consolidated, extended, replaced or re-enacted by subsequent legislation; and
  - 1.2.8.2 any orders, regulations, instruments or other subordinate legislation made under that statute or statutory provision;
- 1.2.9 references to the Site include any part of it;
- 1.2.10 "including" means "including, without limitation";
- 1.2.11 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;
- 1.2.12 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;
- 1.2.13 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
- 1.2.14 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 2 of the Local

Government Act 2000, section 1 of the Localism Act 2011 and all other enabling powers with the intent that it will bind the Owner and their successors in title to the Site.

### **3 CONDITIONALITY**

The obligations contained in the schedules to this Deed are subject to and conditional upon:

- (i) The issue of Planning Permission; and
- (ii) Commencement of the Development

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

### **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, pursuant to an Appeal.
- 4.3 No waiver (whether express or implied) by the Council of any breach or default by the Owner in performing or observing any of the covenants undertakings obligations or restrictions contained in this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said covenants undertaking or obligation from acting upon any subsequent breach or default in respect of the Owner.
- 4.4 Nothing in this Deed shall be construed as a grant of planning permission.
- 4.5 Unless expressly agreed otherwise in this Deed, the covenants in this Deed shall be enforceable without any limit of time against the Owner and any successors in title to the Site and assigns of the Owner in an interest or estate to the Site or any part or parts of the Site as if that person had also been an original covenanting party in respect of the interest or estate for the time being held by that person.
- 4.6 No party to this Deed nor its successors in title nor any person deriving title from or under them shall be liable for any breach of any of the planning obligations or other obligations contained in this Deed after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

- 4.7 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission is quashed or revoked or otherwise withdrawn or (without the consent of the Owner or their successors in title) is modified by any statutory procedure or expires prior to Commencement of Development.
- 4.8 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 4.9 In the event that the planning obligations contained in this Deed being modified a note or memorandum thereof shall be endorsed upon this Deed.
- 4.10 The Deed cannot be amended or discharged without the prior consent in writing of the Owner and the Council or their respective successors in title in accordance with the requirements of Section 106 of the Town and Country Planning Act 1990 and any subordinate legislation
- 4.11 Should a Court or the Secretary of State or a Planning Inspector appointed during the course of any Appeal or Legal Challenge of this Planning Permission hold that nay of the obligations contained in this Deed do not meet the tests of the CIL regulations or the National Planning Policy Framework then that obligation shall no longer apply.

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

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

## **6 COSTS**

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 REGISTRATION OF AGREEMENT**

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

## **8 RIGHT OF ACCESS**

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

## **9. ARBITRATION**

- 9.1 Any dispute, controversy or claim arising out of or relating to this Agreement, including any question regarding its breach, existence, validity or termination or legal relationship

established by this Deed shall be finally resolved by arbitration in accordance with the Arbitration Act 1996. It is agreed that:

- 9.1.1 the tribunal shall consist of one other arbitrator appointed jointly by the parties;
- 9.1.2 in default of the parties' Deed as to the arbitrator, the arbitrator shall be appointed on either party's request by the President for the time being of the Royal Institution of Chartered Surveyors;
- 9.1.3 the costs of the arbitration shall be payable by the parties in the proportions determined by the arbitrator (or if the arbitrator makes no direction, then equally); and
- 9.1.4 the seat of the arbitration shall be London.

## **10. THIRD PARTIES**

A person who is not named in this Deed does not have any right to enforce any term of this Deed under the Contracts (Rights of Third Parties) Act 1999.

## **11. NOTICES**

- 11.1 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;
- 11.2 Any notice to be served under or in connection with this Deed shall be sent to the:
  - a) Director of Planning and Sustainable Growth, London Borough of Hillingdon, Civic Centre, High Street, Uxbridge, Middlesex, UB8 1UW and shall cite the Planning Reference for this Agreement; and
  - b) Owner at Emerson House, Heyes Lane, Alderley Edge, Cheshire SK9 7LF for the attention of Dylan Laing / Peter Shaw / Michelle Millard
  - c) Tenant at Wavertree Technology Park 2, Wavertree Boulevard. Liverpool L7 9PE for the attention of Eilish McKenna

## **12. FORM PO1**

Prior to Commencement of the Development the Owner and/or the Tenant shall notify the Council that it intends to Commence the Development by completing and sending Form PO1 (as at Appendix 1 of this Deed) to the Council addressed to the Deputy Chief Executive and Director of Planning and Sustainable Growth, 3 North, London Borough of Hillingdon, High Street Uxbridge UB8 1UW and shall cite the Planning Reference.

## **13. CHANGE IN OWNERSHIP**

The Owner agrees to provide the Council with immediate written notification of any change in ownership of any of its interest in the Land occurring before all of the obligations under this Deed have been discharged (such notice to give details of the transferee's full name and registered office) together with the area of the Land or unit of occupation purchased by reference to a plan and the Section 106 Reference.

**14. INDEXATION**

The Owner agrees with the Council that any sums payable by the Owner in this Agreement shall be increased by the formula

$$1 = 2 \times \frac{3}{4}$$

- 1 Amount payable to the Council on the payment date
- 2 Air Quality Contribution
- 3 Index of Retail Prices 2 months before the payment date
- 4 Index of Retail Prices 2 months before the date of this Deed

**15. INTEREST**

All costs, payments and expenses payable to the Council under this Deed shall bear the Interest rate from time to time being charged from the date such payment is due until the payment is received by the Council.

**16. VAT**

- 16.1 All consideration given in accordance with the terms of this Deed shall be exclusive of any VAT properly payable.
- 16.2 The Owner hereby acknowledges and agrees that if at any time VAT is required to be paid in respect of the Land and the Air Quality Contribution then to the extent that VAT had not been previously charged in respect of that payment the Council shall have the right to issue a VAT invoice to the Owner and the VAT shall be paid accordingly.

**17. INDEMNITY**

- 17.1 The Owner hereby undertakes with the Council that in the event of any claim or claims being made against the Council for any one or more of the following payments:
  - a) Compensation (including any claim arising under the Land Compensation Acts)
  - b) Damages
  - c) Costs
  - d) Charges
  - e) any other paymentsuch claim arising in connection with or incidental to or in consequence of any failure on the part of the Owner to comply with its obligations under this Deed the Owner will hold the Council fully indemnified from and against each and every said claim

17.2 The Owner shall not be liable under this clause to indemnify the Council in respect of any claim only insofar as and to the extent that the said claim is found to have resulted from the negligent act or omission of the Council or its servants or agents save that for the purpose of this clause the Owner or persons acting on behalf of the Owner shall not be regarded as servants or agents of the Council

**18. JURISDICTION**

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

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

**SCHEDULE 1**

**AIR QUALITY CONTRIBUTION**

The Owner hereby covenants with the Council as follows:

1. Upon completion of this deed to pay to the Council the Air Quality Contribution; and
2. Not to Commence or cause or allow or permit Commencement of the Development before the Air Quality Contribution has been paid.

**SCHEDULE 2**

**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  
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:**

**(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 DEEDIF THIS IS THE  
"FIRST NOTICE" PLEASE ATTACH THE "FIRST PAYMENT" AS  
SPECIFIED IN THE AGREEMENT**

**FOR COUNCIL USE**

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

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

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

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

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

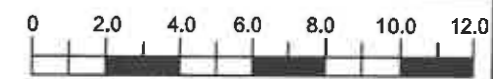
**MAINTENANCE COSTS (COMMUTED SUM)** \_\_\_\_\_

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

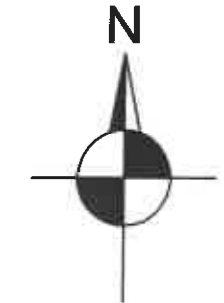
**APPENDIX 2**

**PLAN**

# LEASE PLAN



1:200 (measured in metres)



AJ Warburton

Andrew John Warburton 23 Apr 2026 19:32:40 BST (UTC +1)



REV	DESCRIPTION	DATE

EMERSON HOUSE, HEYES LANE,  
ALDERLEY EDGE,  
CHESHIRE SK3 7LF  
Tel: (01825) 588400, Fax: (01825) 588278



location  
**BUILDING ONE 1,286 Heathrow Blvd  
Bath Rd Sipson West Drayton UB70QD**

title  
**LEASE PLAN  
FIRST FLOOR WEST WING**

scale	ref	checked	date
1:200 @ A3	t.l.h.		28.11.25

drawing no.  
**110-LEG-8013**

**APPENDIX 3**

**DRAFT PLANNING PERMISSION**

# DRAFT

Mr Chris Moore  
Savills  
Savills  
33 Margaret Street  
London  
E17 5EJ

Application Ref: 43411/APP/2025/2140

## 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:**

Change of use of part first floor from vacant Office (Class E) to Mixed Use Office / Healthcare Education / Training Facility (Sui Generis)

**Location of development:** 1 Heathrow Boulevard, 286, Bath Road Sipson

**Date of application:** 8th August 2025

**Plan Numbers:** See attached Schedule of plans

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

**Draft Decision Notice produced:**

**Checked by:**..... **Date:**.....

**Amendments required: YES / NO**

- NOTES:
- (i) Please also see the informatives included in the Schedule of Conditions.
  - (ii) Should you wish to appeal against any of the conditions please read the attached sheet which explains the procedure.
  - (iii) This decision does not convey any approval or consent which may be required under any by-laws, building regulations or under any Act other than the Town and Country Planning Act 1990 (as amended).

# DRAFT

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

### GRANT OF PLANNING PERMISSION

Application Ref: 43411/APP/2025/2140

### 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, Location Plan and Drawing No. 001.011.1; and shall thereafter be retained/maintained for as long as the development remains in existence.

#### REASON

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

- 3 The use of the building within 'Mixed Use Office / Healthcare Education / Training Facility' (Sui Generis) hereby permitted shall upon cessation of the operation within 'Mixed Use Office / Healthcare Education / Training Facility' (Sui Generis), revert to its lawful use as an Office within Class E.

#### REASON

To ensure the retention of of employment floorspace outside of designated employment areas in accordance with Policy DME 2 of the Hillingdon Local Plan Part 2 (January 2020) and Policy E7 of the London Plan (2021).

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

- Accessibility Statement, Savills
- Planning statement, August 2025, Savills
- Transport assessment, July 2025, TTP Consulting

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

#### REASON

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

- 5 Prior to occupation of the development hereby permitted, the parking provision including No.2 active electric vehicle charging points as detailed in Paragraph 3.23 of the approved Planning statement, August 2025, Savills, shall be implemented and maintained in full accordance with the approved details.

#### REASON

To ensure that the proposed development will provide adequate parking in compliance with Policy DMT 6 of the Hillingdon Local Plan Part 2 (2020) and Policy T6 of the London Plan (2021).

## INFORMATIVES

- 1 The decision to GRANT planning permission has been taken having regard to all relevant planning legislation, regulations, guidance, circulars and Council policies, including The Human Rights Act (1998) (HRA 1998) which makes it unlawful for the Council to act incompatibly with Convention rights, specifically Article 6 (right to a fair hearing); Article 8 (right to respect for private and family life); Article 1 of the First Protocol (protection of property) and Article 14 (prohibition of discrimination).
- 2 On this decision notice policies from the Councils Local Plan: Part 1 - Strategic Policies appear first, then relevant Local Plan Part 2 (2020), then London Plan Policies (2021). Hillingdon's Full Council adopted the Hillingdon Local Plan: Part 1 - Strategic Policies on 8 November 2012 and the Hillingdon Local Plan Part 2 on 16 January 2020.
- 3 The Equality Act 2010 aims to safeguard individuals accessing goods, facilities, and services from discrimination based on a 'protected characteristic', including disability. In accordance with the Act, service providers must enhance access to and within their premises, especially when reasonable adjustments are feasible and straightforward to implement. The Act mandates that service providers proactively identify and eliminate barriers hindering disabled people.
- 4 You are advised that this permission has been granted subject to a legal agreement under Section 106 of the Town and Country Planning Act 1990.
- 5 In dealing with the application the Council has implemented the requirement in the National Planning Policy Framework to work with the applicant in a positive and proactive way. We have made available detailed advice in the form of our statutory policies from Local Plan Part 1, Local Plan Part 2, Supplementary Planning Documents, Planning Briefs and other informal written guidance, as well as offering a full pre-application advice service, in order to ensure that the applicant has been given every opportunity to submit an application which is likely to be considered favourably.

## END OF SCHEDULE

### Address:

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

# DRAFT

## GRANT OF PLANNING PERMISSION

Application Ref: 43411/APP/2025/2140

### SCHEDULE OF PLANS

Technical Note (Air Quality), 8 December 2025, Savills Planning - received 08 Dec 2025

Location Plan - received 08 Aug 2025

Covering letter, 8 August 2025, Savills - received 08 Aug 2025

110- LEG-8008 - received 08 Aug 2025

110- LEG-7018 - received 08 Aug 2025

Accessibility Statement, Savills - received 08 Aug 2025

Marketing Report, August 2025, Savills - received 08 Aug 2025

Planning statement, August 2025, Savills - received 08 Aug 2025

Transport assessment, July 2025, TTP Consulting - received 08 Aug 2025

001.011.1 - received 07 Oct 2025

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

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

If you are aggrieved by the decision of your local planning authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the office of the First Secretary of State under Section 78 of the Town and Country Planning Act 1990.

If you want to appeal, then you must do so within six months of the date of this notice, using a form which you can get from the Planning Inspectorate at Customer Support Unit, Room 3/15 Eagle Wing, Temple Quay House, 2 The Square, Temple Quay, Bristol, BS1 6PN (Tel 0117 372 8424) Appeal forms can be downloaded from the Planning Inspectorate website at [www.Planning-inspectorate.gov.uk](http://www.Planning-inspectorate.gov.uk)

If you intend to submit an appeal that you would like examined by inquiry then you must notify the Local Planning Authority and Planning Inspectorate ([inquiryappeals@planninginspectorate.gov.uk](mailto:inquiryappeals@planninginspectorate.gov.uk)) at least 10 days before submitting the appeal.

Further details are available at [www.gov.uk/government/collections/casework-dealt-with-by-inquiries](http://www.gov.uk/government/collections/casework-dealt-with-by-inquiries)

The Secretary of State can allow a longer period for giving notice of an appeal, but he will not normally be prepared to use this power unless there are special circumstances, which excuse the delay in giving notice of an appeal.

The Secretary of State need not consider an appeal if it seems to him that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.

In practice, the Secretary of State does not refuse to consider appeals solely because the local planning authority based their decision on a direction given by him.

#### **Purchase Notices.**

If either the local planning authority or the officer of the First Secretary of State refuses permission to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to a reasonably beneficial use by carrying out of any development which has been or would be permitted.

In these circumstances, the owner may serve a purchase notice on the Council (District Council, London Borough Council or Common Council of the City of London) in whose area the land is situated. This notice will require the Council to purchase his interest in the land in accordance with the provisions of Part VI of the Town and Country Planning Act 1990.

EXECUTED AS A DEED by

**ORBIT DEVELOPMENTS (SOUTHERN) LIMITED** acting by:-

DIRECTOR.....

DIRECTOR / SECRETARY.....

EXECUTED AS A DEED by

**VANTIVE LIMITED** acting by:- Andrew John Warburton

*AJ Warburton*

Andrew John Warburton 23 Apr 2026 19:32:40 BST (UTC +1)

DIRECTOR.....

in the presence of: -

*S Warburton*

23 Apr 2026 19:36:19 BST (UTC +1)

Witness signature: .....  
Sarah Louise Warburton

Witness name: .....  
45 George street

Witness address: .....  
Pocklington  
YO42 2DH

I confirm that I was physically present and witnessed this document being signed