

DATED

11 MARCH

2026

NEXT HOLDINGS LIMITED

and

INTACT INSURANCE UK LIMITED

and

THE LONDON BOROUGH OF HILLINGDON

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

**RELATING TO THE DEVELOPMENT OF LAND AT
UNIT 2, RUISLIP RETAIL PARK, VICTORIA ROAD, RUISLIP**

PLANNING APPLICATION NUMBERS:

43510/APP/2024/3336 and

43510/APP/2024/3337

Planning & Corporate Team
London Borough of Hillingdon
Civic Centre, High Street
Uxbridge, Middlesex
Ref: 27134

THIS PLANNING OBLIGATION BY DEED is dated 11 MARCH 2026
and is made **BETWEEN**:

- A. **NEXT HOLDINGS LIMITED** (company number 35161) a company incorporated in England and Wales whose registered office is situated at Desford Road, Enderby, Leicester, LE19 4AT ("the Developer");
- B. **INTACT INSURANCE UK LIMITED** (company number: 93792) whose registered office is situated at 22 Bishopsgate, London, United Kingdom, EC2N 4BQ ("the Head Leaseholder"); and
- C. **THE LONDON BOROUGH OF HILLINGDON** of the Civic Centre, High Street, Uxbridge, Middlesex UB8 1UW ("the Council").

1. BACKGROUND

- 1.1 The Council is the local planning authority for the purposes of the Act in respect of the Site and by whom the obligations in this Agreement are enforceable.
- 1.2 The Developer has an interest in the Site by way of an agreement for lease dated 9 May 2025 and made between (1) Royal & Sun Alliance Insurance Limited and (2) Next Holdings Limited.
- 1.3 The Head Leaseholder owns a long leasehold interest in the Site by virtue of a Lease dated 26 September 1986 for a term of 126 years beginning on 29 September 1986, registered at the Land Registry under title number NGL562700
- 1.4 On 20 December 2024, the Developer submitted the Planning Application to the Council for permission to develop the Site for the purposes and in the manner described in the Planning Application.
- 1.5 On 20 December 2024 the Developer also submitted the Second Planning Application to the Council for permission to develop the Site for the purposes and in the manner described in the Second Planning Application.

- 1.5 The Developer intends to develop the Site pursuant to the Planning Permission and the Second Planning Permission.
- 1.6 On 5 November 2025 the Council resolved to grant planning permission pursuant to the Planning Application and delegated authority to the Director of Planning and Sustainable Growth to approve the Planning Application subject to conditions and the prior completion of this Deed in the interests of the proper planning of the area.
- 1.7 The Council has also delegated authority to the Director of Planning and Sustainable Growth to approve the Second Planning Application subject to conditions and the prior completion of this Deed in the interests of the proper planning of the area.
- 1.8 The Council has considered the provisions of the development plan and taken into account planning considerations affecting the Site and considers that in the interests of the proper planning of its area Development One and Development Two ought to only be permitted subject to the terms of this Agreement and for that purpose the parties are willing to enter into this Agreement.

THIS DEED WITNESSES AS FOLLOWS:-

OPERATIVE PROVISIONS

1 INTERPRETATION

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

“1980 Act”	means the Highways Act 1980 (as amended);
“1990 Act”	means the Town and Country Planning Act 1990 (as amended);
“Air Quality Mitigation Contribution”	means the Index Linked Air Quality Mitigation Contribution of £40,396 (forty thousand three hundred and ninety six pounds) to be used by the Council as a contribution towards implementing projects

	to deliver the LBH Air Quality Local Action Plan and/or implement specific measures in areas affected by Development Two that reduce emissions and/or reduce human exposure to pollution levels in the Authority's Area;
"Authority's Area"	means the administrative area of the Council;
"Commencement of Development One"	<p>means the carrying out in relation to the Development One of any material operation (as defined within section 56(4) of the 1990 Act) on the Site pursuant to the Planning Permission but (for the purposes of this Agreement) excluding operations consisting of:</p> <ul style="list-style-type: none"> - 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, <p>and Commence and Commenced shall be construed accordingly;</p>
"Commencement of Development Two"	means the carrying out in relation to the Development Two of any material operation (as defined within section 56(4) of the 1990 Act) on the Site pursuant to the Second Planning Permission but (for the

	<p>purposes of this Agreement) excluding operations consisting of:</p> <ul style="list-style-type: none"> - 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, <p>and Commence and Commenced shall be construed accordingly;</p>
“Construction Training Contribution”	means the Index Linked sum of £1,200 (one thousand two hundred pounds) 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;
“Contributions”	means the Air Quality Mitigation Contribution and the Construction Training Contribution
“Director of Planning and Sustainable Growth”	means the Council's Director of Planning and Sustainable Growth or such person as the Council designates as undertaking this role;
“Development One”	means the development of the Site pursuant to the Planning Permission;

"Development Two"	means the development of the Site pursuant to the Second Planning Permission;
"End User Opportunities"	means the employment opportunities for individuals provided by the Developer following completion of Development Two and to be delivered pursuant to Schedule 3;
"End User Opportunities Strategy"	<p>means a written strategy for the promotion of End User Opportunities which shall include amongst other things:</p> <ul style="list-style-type: none"> - Identifying (prior to Occupation of the Development) End User Opportunities created by the Development - Assisting the Council, Job Centre Plus and schools and colleges in the Authority's Area to deliver a training course to unemployed residents in the Authority's Area to train them for the End User Opportunities - Offering all individuals who complete the training course an interview for an End User Opportunity. - Clarification that the Developer shall be under no obligation to appoint any interviewees pursuant to the End User Opportunities Strategy
"Form PO1"	means the form in the substantial format attached at Appendix 1 ;
"Index Linked"	means the application of the formula provided at clause 15 ;
"Interest"	Interest at the rate of 4% above the base lending rate of the HSBC Bank Plc from time to time
"LBH Air Quality Local Action Plan"	means the adopted London Borough of Hillingdon Air Quality Local Action Plan 2025-2029, or any amended, replacement,

	or successor plan or strategy which the Council may subsequently adopt.
“Occupied”	means occupation for any purpose for which the Planning Permission or Second Planning Permission has been granted but not including occupation by personnel engaged in the construction, fitting out or occupation for marketing or display purposes and for security purposes and Occupation and Occupy shall be construed accordingly;
“Plan 1”	means the plan attached to this Agreement at Appendix 2 ;
“Planning Application”	means the application for planning permission for <i>“Installation of an internal mezzanine floor that can be used for Use Class E(a) retail purposes and use of floorspace for an ancillary cafe and back-of-house storage space”</i> made under the Planning Reference.
“Planning Permission”	means the planning permission that may be granted in pursuance of the Planning Application substantially in the form of the draft permission at Appendix 3 ;
“Planning Reference”	means planning reference 43510/APP/2024/3336 ;
“Project Management and Monitoring Fee”	means the sum equivalent to five percent (5%) of the total Contributions to be used by the Council at its discretion for its costs incurred in administering, monitoring, reviewing and implementing this Agreement;
“RPI”	means the Retail Prices Index published monthly by the Office for National Statistics or, if the Retail Prices Index is no longer maintained, such replacement or alternative index as the Council may determine, acting reasonably;
“Second Planning Application”	means the application for planning permission for <i>“Refurbishment of the existing retail unit (Unit 2) for its use within Use Class E(a) to include the sale of</i>

	<i>clothing, footwear, furniture and homewares, and ancillary items, back-of-house storage space, a new shopfront, and new fire exit door.”</i> made under the Second Planning Reference.
“Second Planning Permission”	means the planning permission that may be granted in pursuance of the Second Planning Application substantially in the form of the draft permission at Appendix 4 ;
“Second Planning Reference”	means planning reference 43510/APP/2024/3337
“Site”	means the leasehold property known as Unit 2, Ruislip Retail Park, Victoria Road, Ruislip, HA4 OQE registered at HM Land Registry under title number NGL562700 with an unexpired term of 86 years and shown for identification purposes only edged red on Plan 1;
“Specified Date”	means the date upon which an obligation arising under this Agreement is due to be performed;
“VAT”	means value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax; and
“Working Day”	means any day except Saturday, Sunday and any bank or public holiday in England and Working Days shall be construed accordingly.

1.2 In this Agreement:

- 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 unless otherwise indicated, references to clauses and Schedules are to clauses of and Schedules to this Agreement and references in a Schedule to a Part or paragraph are to a Part of paragraph of that Schedule;
- 1.2.6 where the agreement, approval, consent or an expression of satisfaction is required by the Developer under the terms of this Agreement from the Council that agreement, approval, consent or satisfaction shall be given in writing and shall not be unreasonably withheld or delayed;
- 1.2.7 references to any statute or statutory provision include references to:
- a) 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
 - b) any orders, regulations, instruments or other subordinate legislation made under that statute or statutory provision;
- 1.2.8 references to the Site include any part of it
- 1.2.9 "including" means "including, without limitation";
- 1.2.10 any covenant by the Developer not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing;
- 1.2.11 without prejudice to the terms of any other provision contained in this Agreement the Developer 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 Developer arising under this Agreement;
- 1.2.12 where two or more people form a party to this Agreement, the obligations they undertake may be enforced against them jointly or against each of them individually; and
- 1.2.13 if any provision is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of the Agreement is to be unaffected.

2 LEGAL BASIS

2.1 This Agreement is made pursuant to section 106 of the 1990 Act. To the extent that they fall within the terms of section 106 of the 1990 Act, the obligations contained in this Agreement are planning obligations for the purposes of section 106 of the 1990 Act and are enforceable by the Council as local planning authority against the Developer without limit of time in accordance with s106 of the 1990 Act.

2.2 To the extent that any of the obligations contained in this Agreement are not planning obligations within the meaning of the 1990 Act, they are entered into pursuant to the powers contained in section 111 of the Local Government Act 1972, section 16 of the Greater London Council (General Powers) Act 1974, section 2 of the Local Government Act 2000, section 1 of the Localism Act 2011 and all other enabling powers with the intent that it will bind the Developer and their successors in title to the Site.

3 CONDITIONALITY

3.1 The obligations contained in Schedules 1 and 2 to this Agreement are subject to and conditional upon:

- (i) the grant of the Planning Permission; and
- (ii) Commencement of the Development One.

3.2 The obligations contained in Schedule 3 to this Agreement are subject to and conditional upon:

- (i) the grant of the Second Planning Permission; and
- (ii) Commencement of the Development Two.

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

4 MISCELLANEOUS

4.1 Nothing contained or implied in this Agreement shall prejudice or affect the rights, powers, duties and obligations of the Council in exercise of their functions as local planning authority and their rights, powers, duties and obligations under all public and private statutes, bylaws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.

4.2 Nothing in this Agreement prohibits or limits the right to develop any part of the Site in accordance with a planning permission, other than relating to

Development One or Development Two, as specified in the Planning Application and Second Planning Application, granted after the date of this Agreement, whether or not pursuant to an appeal.

- 4.3 No waiver (whether express or implied) by the Council of any breach or default by the Developer in performing or observing any of the covenants undertakings obligations or restrictions contained in this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said covenants undertaking or obligation from acting upon any subsequent breach or default in respect of the Developer.
- 4.4 Nothing in this Agreement shall be construed as a grant of planning permission.
- 4.5 Unless expressly agreed otherwise in this Agreement, the covenants in this Agreement shall be enforceable against the Developer and any successors in title to the Site and assigns of the Developer 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 Agreement nor its successors in title nor any person deriving title from or under them shall be liable for any breach of any of the planning obligations or other obligations contained in this Agreement after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 4.7 No statutory undertaker which has an interest in any part of the Site for the purposes of its undertaking shall be liable for any breach of any planning obligation or other provision of this Agreement.
- 4.8 No chargee or mortgagee from time to time who have the benefit of a mortgage or a charge of or over any part of the Site (or any receiver appointed by such chargee or mortgagee) shall be liable for any breach of any planning obligation or other provision of this Agreement unless and until such chargee, mortgagee or receiver (or any person appointed by them) has taken or entered into possession of the Site or part thereof in which case it shall also be bound by the covenants, restrictions and obligations in this Agreement as if it were a person deriving title from an original covenanting party).
- 4.9 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission and the Second Planning Permission are quashed or revoked or otherwise withdrawn or (without the consent of the Developer or their successors in title) are modified by any statutory procedure or expire prior to Commencement of Development One and prior to Commencement of Development Two.

- 4.10 Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.
- 4.11 In the event that the planning obligations contained in this Agreement being modified a note or memorandum thereof shall be endorsed upon this Agreement.
- 4.12 The Agreement cannot be amended or discharged without the prior consent in writing of the Parties or their respective successors in title.

5 THE DEVELOPER'S PLANNING OBLIGATIONS

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

6 COSTS

- 6.1 The Developer hereby covenants with the Council that on completion of this Agreement it will pay the Council's reasonable and proper legal costs, together with all disbursements, incurred in connection with the negotiation, preparation, completion and registration of this Agreement.
- 6.2 Prior to Commencement of Development One and prior to Commencement of Development Two the Developer will pay to the Council the Project Management and Monitoring Fee. For the avoidance of doubt the Project Management and Monitoring Fee shall be paid in addition to the costs referred to in clause 6.1 above.

7 REGISTRATION OF AGREEMENT

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

8 RIGHT OF ACCESS

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

9. ARBITRATION

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

validity or termination or legal relationship established by this Agreement shall be finally resolved by arbitration in accordance with the Arbitration Act 1996. It is agreed that

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

9.1.2 in default of the parties' agreement as to the arbitrator, the arbitrator shall be appointed on either party's request by the President for the time being of the Royal Institution of Chartered Surveyors;

9.1.3 the costs of the arbitration shall be payable by the parties in the proportions determined by the arbitrator (or if the arbitrator makes no direction, then equally); and

9.1.4 the seat of the arbitration shall be London

10. THIRD PARTIES

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

11. NOTICES

11.1 All notices served under or in connection with this Agreement shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party;

11.2 Any notice to be served under or in connection with this Agreement shall be sent to the:

a) Director of Planning and Sustainable Growth, London Borough of Hillingdon, Civic Centre, High Street, Uxbridge, Middlesex, UB8 1UW and shall cite the Planning Reference and / or the Second Planning Reference for this Agreement;

b) The Developer at the address provided on page 2 of this Agreement or such other address as it may have from time to time notified to the Council and Head Leaseholder as being its address for service for the purposes of this Deed; and

c) The Head Leaseholder at the address provided on page 2 of this Agreement or such other address as it may have from time to time notified to the Council and the Developer as being its address for service for the purposes of this Deed.

12. FORM PO1

12.1 Prior to Commencement of the Development One the Developer shall notify the Council that it intends to Commence Development One pursuant to the Planning Permission by completing and sending Form PO1 to the Council addressed to the Deputy Chief Executive and Director of Resident Services, 3 North, London Borough of Hillingdon, High Street Uxbridge UB8 1UW and shall cite the Planning Reference.

12.2 Prior to Commencement of the Development Two the Developer shall notify the Council that it intends to Commence Development Two pursuant to the Second Planning Permission by completing and sending Form PO1 to the Council addressed to the Deputy Chief Executive and Director of Resident Services, 3 North, London Borough of Hillingdon, High Street Uxbridge UB8 1UW and shall cite the Second Planning Reference.

13. CHANGE IN DEVELOPERSHIP

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

14. CONTRIBUTIONS

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

- (a) The Contributions due under this Agreement shall be delivered to the person and address specified in clause 11 above however for the avoidance of doubt payments can be made electronically;
- (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.

14.2 Where any sum is paid for a particular purpose in accordance with this Agreement the Council shall not use the payment otherwise than for that purpose or for such other purpose as the Developer (at its absolute discretion) and the Council may agree in writing.

14.3 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 Developer the unexpended or uncommitted (as the case may be) part of the Contributions (with any accrued interest).

15. INDEXATION

The Developer agrees with the Council that any sums payable by the Developer under this Agreement shall be increased by the application of the formula $A=B \times C/D$ where:

- (a) A is the sum actually payable on the Specified Date;
- (b) B is the original sum mentioned in this Agreement;
- (c) C is the Index of Retail Prices for the month 2 months before the Specified Date;

(d) D is the Index of Retail Prices for the month 2 months before the date of this Agreement, and

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

16. INTEREST

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

17. VAT

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

17.2 The Developer 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 Developer and the VAT shall be paid accordingly.

18. JURISDICTION

This Agreement is governed by and interpreted in accordance with the law of England and Wales and subject to the exclusive jurisdiction of the English courts.

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

SCHEDULE 1

AIR QUALITY CONTRIBUTION

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

- 1 Prior to Commencement of Development One to pay to the Council the Air Quality Mitigation Contribution; and
- 2 Not to Commence or cause or allow or permit Commencement of Development One before the Air Quality Mitigation Contribution has been paid.

SCHEDULE 2

CONSTRUCTION TRAINING SCHEME

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

1. To pay the Construction Training Contribution to the Council prior to Commencement of Development One; and
2. Not to Commence Development One unless the Construction Training Contribution has been paid to the Council

SCHEDULE 3

END USER OPPORTUNITIES

- 1 Prior to Commencement of Development Two to meet with representatives from the Council's partnership team to discuss End User Opportunities within the Authority's Area.
- 2 Prior to Occupation of Development Two (or Development One should clause 3.1 of this Agreement take effect), to submit to the Council for the Council's written approval an End User Opportunities Strategy; and
- 3 Not to Occupy or cause to be Occupied any part of Development Two (or Development One should clause 3.1 of this Agreement take effect) before the End User Opportunities Strategy has been approved by the Council
- 4 If, in the reasonable opinion of the Council, the End User Opportunities Strategy requires amendment, the Council shall, as soon as reasonably practicable, write to the Developer and request such amendment and the Developer shall re-submit the relevant document to address the Council's concerns. Such procedure is to be repeated until the End User Opportunities Strategy is approved **PROVIDED THAT** it is agreed that if the Council does not notify the Developer of its approval of (or proposed amendments to) the End User Opportunities Strategy within 20 Working Days of receipt of the same (or such other period of time as the Council may reasonably require and which may be agreed in writing between the Developer and the Council) it shall be deemed that the Council has approved the End User Opportunities Strategy submitted by the Developer.
- 5 For the avoidance of doubt, if agreement cannot be reached between the Owner and the Council as to the End User Opportunities Strategy, then either Party may refer the matter to the expert for determination pursuant to clause 9 of this Agreement.
- 6 To comply with the approved End User Opportunities Strategy which will be delivered pursuant to Policy E7 of the Hillingdon Local Plan; Part 1 (2012) (or such replacement document that might be extant at the time of Commencement of the Development Two), and Policy E11 of the London Plan 2021 (or such replacement document that might be extant at the time of Commencement of the Development Two) throughout the lifetime of the Development Two.

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

FOR COUNCIL USE

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

COST CODE: _____

PLANNING COSTS: _____

LEGAL COSTS: _____

OTHER COSTS (IDENTIFY):

MAINTENANCE COSTS (COMMUTED SUM) _____

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

APPENDIX 2

PLAN 1

Ref:241054



[Handwritten signatures and initials]

MEMBER OF THE COUNCIL
 AUTHORIZED OFFICER

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 Plotted Scale - 1:1250. Paper Size - A4

Promap
 LANDMARK INFORMATION

APPENDIX 3
DRAFT PLANNING PERMISSION

DRAFT

Mrs Emma Whitney
Q+A Planning
Tribeca House
25 Dale Street
Manchester
M1 1EY

Application Ref: 43510/APP/2024/3336

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:

Installation of an internal mezzanine floor that can be used for Use Class E(a) retail purposes and use of floorspace for an ancillary cafe and back-of-house storage space.

Location of development: Unit 2 Ruislip Retail Park Victoria Road Ruislip

Date of application: 3rd April 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: 43510/APP/2024/3336

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:

241054

0TBC0-000-030-006-Rev-E

0TBC0-000-030-007-Rev-E

0TBC0-000-030-008-Rev-E

and shall thereafter be retained/maintained for as long as the development remains in existence.

REASON

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

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

Planning and Retail Statement (incorporating Design and Access Statement), prepared by Q+A Planning Ltd, dated December 2024

Addendum to Planning and Retail Statement, prepared by Q+A Planning, dated July 2025

Fire Statement-Issue-1, prepared by D. W. Pointer (Fire Consultants) Ltd, dated 16.12.2024

Travel Plan-Rev-01, project number 415.064851.00001, prepared by SLR Consulting Limited, dated 20.12.2024

Transport Statement-Revision 01, project number 415.064851.00001, prepared by SLR Consulting Limited, dated 20.12.2024

Energy Statement, prepared by Quality Engineering Design Consultants Ltd, dated 20.12.2024

Urban Greening Factor Statement, prepared by Q+A Planning Ltd

Noise Assessment, prepared by SLR Consulting Limited, dated 18.03.2025

Deliveries and Waste Strategy Note, prepared by Q+A Planning Ltd

Construction Environmental Management Plan-Rev-1, prepared by Central Shopfitters Ltd, dated 06.03.2025

Accessibility Statement, prepared by Q+A Planning Ltd

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

- 4 Prior to the commencement of development (including demolition, site clearance, and initial ground investigation works), a Construction Management Plan shall be submitted to, and approved in writing by the Local Planning Authority in consultation with Transport for London. The plan shall detail:

- (i) The phasing of development works.
- (ii) The hours during which development works will occur.
- (iii) A programme to demonstrate that the most valuable or potentially contaminating materials and fittings can be removed safely and intact for later re-use or processing.
- (iv) Measures to prevent mud and dirt tracking onto footways and adjoining roads (including wheel washing facilities).
- (v) Traffic management and access arrangements (vehicular and pedestrian) and parking provisions for contractors during the development process (including measures to reduce the numbers of construction vehicles accessing the site during peak hours).
- (vi) Measures to reduce the impact of the development on local air quality and dust through minimising emissions throughout the demolition and construction process.
- (vii) The storage of demolition/construction materials on site.
- (ix) Measures to demonstrate compliance with the GLA's Control of Dust and Emissions from Construction and Demolition SPG.
- (x) All Non-Road Mobile Machinery (NRMM) of net power of 37kW and up to and including 560kW used during the demolition, site preparation and construction phases shall comply with the emission standards set out in <https://www.london.gov.uk/programmes-and-strategies/environment-and-climate-change/pollution-and-air-quality/nrmm>. Unless it complies with these standards, no NRMM shall be on site, at any time, whether in use or not, without the prior written consent of the local planning authority. The developer shall keep an up-to-date list of all NRMM used during the demolition, site preparation and construction phases of the development on the online register at <https://nrmm.london/>.

The approved details shall be implemented and maintained throughout the demolition and construction process.

REASON

To reduce the impact on air quality during construction, protect amenity, and ensure highways safety and to ensure that construction work and construction equipment on the site and adjoining land does not obstruct air traffic movements in compliance with Policies T7, GG3, and SI 1 of The London Plan (2021) and The GLA's Control of Dust and Emissions during Construction and Demolition SPG.

- 5 The development hereby approved shall achieve at least the BREEAM excellent standard for the 'Wat 01' water category or equivalent (commercial development), and incorporate measures such as smart metering, water saving, and recycling measures, including retrofitting.

REASON

To help to achieve lower water consumption rates and to maximise futureproofing in accordance with Policy SI 5 of The London Plan (2021).

- 6 Notwithstanding the provisions of the Town & Country Planning (Use Classes) Order 1987 and the Town and Country Planning (General Permitted Development)(England) Order 2015 (or any orders revoking and re-enacting either of these orders with or without modification), the mezzanine floor hereby approved shall be used only in association with Unit 2 Ruislip Retail Park for retail purposes involving the sale of clothing, footwear, furniture, homewares and ancillary items only, with an ancillary cafe and ancillary storage. The development shall not be used for any other purpose including any other purpose within Use Class E(a) or E of the Town and Country Planning Use Classes Order 1987. For the avoidance of doubt the mezzanine floor shall not be subdivided to create separate units.

REASON

To comply with the assessed terms of the planning application and to enable the Local Planning Authority to retain control over the use so as to ensure that it complies with the policies of the National Planning Policy Framework (2024), the London Plan (2021) and Hillingdon's Local Plan Part 1 (2012) and Part 2 (2020).

INFORMATIVES

- 1 The decision to GRANT planning permission has been taken having regard to all relevant planning legislation, regulations, guidance, circulars and Council policies, including The Human Rights Act (1998) (HRA 1998) which makes it unlawful for the Council to act incompatibly with Convention rights, specifically Article 6 (right to a fair hearing); Article 8 (right to respect for private and family life); Article 1 of the First Protocol (protection of property) and Article 14 (prohibition of discrimination).
- 2 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.
- 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 The application site is located within the Critical Drainage Area. All developments in this area must contribute to managing the risk of flooding from surface water by reducing surface water runoff from the site. Therefore the applicant should minimise the water from the site entering the sewers. No drainage to support the mezzanine extension should be connected to any existing surface water sewer, other than as an overflow. Water run off from any roof or hard paving associated with the development should be directed to a soakaway, or tank or made permeable. This includes any work to front gardens not part of the planning application, which must be permeable or be collected and directed to a permeable area, otherwise it would need an additional permission. A water butt should be incorporated.
- 5 There is a possibility that there may be some contaminating substances in the ground at the site. Our contaminated land record shows the site to be on a former contaminated land use identified as Works (Various). We would advise persons working on site to take basic precautions in relation to any contamination they may find. You are advised that this development is on a former contaminated land use identified as Works (Various). Therefore, the above advice is provided on the grounds of Health and Safety of the workers on site and to ensure the appropriate restoration of the site is done should there be any contamination identified during the development, where there is a need for ground work once such works are complete to minimise risk to the occupants of the site.

The decision to GRANT planning permission has been taken having regard to the policies and proposals in the National Planning Policy Framework (2024), The London Plan (2021), and the Hillingdon Local Plan Part 1 (2012) and Part 2 (2020) and Supplementary Planning Guidance.

Part 1 Policies

PT1.BE1 (2012) Built Environment

- PT1.E5 (2012) Town and Local Centres
- PT1.E7 (2012) Raising Skills
- PT1.EM1 (2012) Climate Change Adaptation and Mitigation
- PT1.EM6 (2012) Flood Risk Management
- PT1.EM7 (2012) Biodiversity and Geological Conservation
- PT1.EM8 (2012) Land, Water, Air and Noise
- PT1.EM11 (2012) Sustainable Waste Management

Part 2 Policies

- NPPF2 -24 NPPF2 2024 - Achieving sustainable development
- NPPF4 -24 NPPF4 2024 - Decision making
- NPPF6 -24 NPPF6 2024 - Building a strong, competitive economy
- NPPF7 -24 NPPF7 2024 - Ensuring the vitality of town centres
- NPPF8 -24 NPPF8 2024 - Promoting healthy and safe communities
- NPPF9 -24 NPPF9 2024 - Promoting sustainable transport
- NPPF11 - 24 NPPF11 2024 - Making effective use of land
- NPPF12 - 24 NPPF12 2024 - Achieving well-designed places
- NPPF14 - 24 NPPF14 2024 - Meeting the challenge of climate change, flood and coastal change
- DMT 1 Managing Transport Impacts
- DMT 2 Highways Impacts
- DMT 4 Public Transport
- DMT 5 Pedestrians and Cyclists
- DMT 6 Vehicle Parking
- DMTC 1 Town Centre Development
- DMCI 7 Planning Obligations and Community Infrastructure Levy
- DMEI 1 Living Walls and Roofs and Onsite Vegetation
- DMEI 2 Reducing Carbon Emissions

- DMEI 3 Decentralised Energy
- DMEI 7 Biodiversity Protection and Enhancement
- DMEI 9 Management of Flood Risk
- DMEI 10 Water Management, Efficiency and Quality
- DMEI 12 Development of Land Affected by Contamination
- DMEI 14 Air Quality
- DMIN 4 Re-use and Recycling of Aggregates
- DMHB 11 Design of New Development
- DMHB 12 Streets and Public Realm
- DMHB 13 Shopfronts
- DMHB 13A Advertisements and Shop Signage
- DMHB 14 Trees and Landscaping
- DMHB 15 Planning for Safer Places
- LPP D1 (2021) London's form, character and capacity for growth
- LPP D4 (2021) Delivering good design
- LPP D5 (2021) Inclusive design
- LPP D8 (2021) Public realm
- LPP D11 (2021) Safety, security and resilience to emergency
- LPP D12 (2021) Fire safety
- LPP D13 (2021) Agent of change
- LPP D14 (2021) Noise
- LPP E2 (2021) Providing suitable business space
- LPP E9 (2021) Retail, markets and hot food takeaways
- LPP E11 (2021) Skills and opportunities for all
- LPP G1 (2021) Green infrastructure
- LPP G5 (2021) Urban greening
- LPP G6 (2021) Biodiversity and access to nature
- LPP G7 (2021) Trees and woodlands

- LPP GG1 (2021) Building strong and inclusive communities
- LPP GG2 (2021) Making the best use of land
- LPP GG5 (2021) Growing a good economy
- LPP GG6 (2021) Increasing efficiency and resilience
- LPP SD6 (2021) Town centres and high streets
- LPP SD7 (2021) Town centres: development principles and Development Plan Documents
- LPP GG3 (2021) Creating a healthy city
- LPP SI1 (2021) Improving air quality
- LPP SI2 (2021) Minimising greenhouse gas emissions
- LPP SI3 (2021) Energy infrastructure
- LPP SI4 (2021) Managing heat risk
- LPP SI5 (2021) Water infrastructure
- LPP SI7 (2021) Reducing waste and supporting the circular economy
- LPP SI12 (2021) Flood risk management
- LPP SI13 (2021) Sustainable drainage
- LPP T1 (2021) Strategic approach to transport

- LPP T2 (2021) Healthy Streets

- LPP T3 (2021) Transport capacity, connectivity and safeguarding
- LPP T4 (2021) Assessing and mitigating transport impacts
- LPP T5 (2021) Cycling
- LPP T6 (2021) Car parking
- LPP T6.3 (2021) Retail parking
- LPP T6.5 (2021) Non-residential disabled persons parking
- LPP T7 (2021) Deliveries, servicing and construction
- LPP DF1 (2021) Delivery of the Plan and Planning Obligations

END OF SCHEDULE

Address:

Development Management

Directorate of Place

Hillingdon Council

3 North, Civic Centre, High Street, Uxbridge UB8 1UW

www.hillingdon.gov.uk

GRANT OF PLANNING PERMISSION

Application Ref: 43510/APP/2024/3336

SCHEDULE OF PLANS

- Letter, RE Response to Air Quality Officer Consultation Comments, prepared by SLR Consulting Limited, dated 15.09.2025 - received 15 Sep 2025
- Urban Greening Factor Statement, prepared by Q+A Planning Ltd - received 21 Mar 2025
- Noise Assessment, prepared by SLR Consulting Limited, dated 18.03.2025 - received 21 Mar 2025
- Deliveries and Waste Strategy Note, prepared by Q+A Planning Ltd - received 21 Mar 2025
- Construction Environmental Management Plan-Rev-1, prepared by Central Shopfitters Ltd, dated 06.03.2025 - received 21 Mar 2025
- BNG Exemption Statement, prepared by Q+A Planning Ltd - received 03 Apr 2025
- Accessibility Statement, prepared by Q+A Planning Ltd - received 03 Apr 2025
- Addendum to Planning and Retail Statement, prepared by Q+A Planning, dated July 2025 - received 30 Jul 2025
- Air Quality Assessment-Rev-1.0, project number 415.064889.00001, prepared by SLR Consulting Limited, dated 20.12.2024 - received 20 Dec 2024
- Travel Plan-Rev-01, project number 415.064851.00001, prepared by SLR Consulting Limited, dated 20.12.2024 - received 20 Dec 2024
- Fire Statement-Issue-1, prepared by D. W. Pointer (Fire Consultants) Ltd, dated 16.12.2024 - received 20 Dec 2024
- Site Location Plan - received 20 Dec 2024
- 0TBC0-000-030-006-Rev C - received 20 Dec 2024
- 0TBC0-000-030-007-Rev-C - received 20 Dec 2024
- Covering Letter, prepared by Q+A Planning Ltd, dated 20.12.2024 - received 20 Dec 2024
- Planning and Retail Statement (incorporating Design and Access Statement), prepared by Q+A Planning Ltd, dated December 2024 - received 20 Dec 2024
- 0TBC0-000-030-008-Rev-C - received 20 Dec 2024
- Energy Statement, prepared by Quality Engineering Design Consultants Ltd, dated 20.12.2024 - received 20 Dec 2024
- Transport Statement-Revision 01, project number 415.064851.00001, prepared by SLR Consulting Limited, dated 20.12.2024 - received 20 Dec 2024

RIGHTS OF APPLICANTS AGGRIEVED BY DECISION OF LOCAL PLANNING AUTHORITY

TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)

Appeals to the Secretary of State

- 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 8428). Appeal forms can be downloaded from the Planning Inspectorate's website at www.planningportal.gov.uk.
- 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 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 they 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 office 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 in its existing state nor render the land capable of 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.

APPENDIX 4

DRAFT SECOND PLANNING PERMISSION

DRAFT

Mrs Emma Whitney
Q+A Planning
Tribeca House
25 Dale Street
Manchester
M1 1EY

Application Ref: 43510/APP/2024/3337

TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)

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

Description of development:

Refurbishment of the existing retail unit (Unit 2) for its use within Use Class E(a) to include the sale of clothing, footwear, furniture and homewares, and ancillary items, back-of-house storage space, a new shopfront, and new fire exit door.

Location of development: Unit 2 Ruislip Retail Park Victoria Road Ruislip

Date of application: 3rd April 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

DRAFT

TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)

Application Ref: 43510/APP/2024/3337

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:

241054

0TBC0-000-030-002-Rev-D

0TBC0-000-030-003-Rev-D

0TBC0-000-030-004-Rev-D

0TBC0-000-030-005-Rev-D

and shall thereafter be retained/maintained for as long as the development remains in existence.

REASON

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

- 3 The materials to be used in the construction of the external surfaces of the development (new fenestration and glazing) hereby permitted shall match those used in the existing building and shall thereafter be retained as such.

REASON

To safeguard the visual amenities of the area and to ensure that the proposed development does not have an adverse effect upon the appearance of the existing building in accordance with Policy DMHB 11 of the Hillingdon Local Plan Part 2 (2020)

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

Planning and Retail Statement (incorporating Design and Access Statement), prepared by Q+A Planning Ltd, dated December 2024

Addendum to Planning and Retail Statement, prepared by Q+A Planning, dated July 2025

Fire Statement-Issue-1, prepared by D. W. Pointer (Fire Consultants) Ltd, dated 16.12.2024

Air Quality Assessment-Rev-1.0, project number 415.064889.00001, prepared by SLR Consulting Limited, dated 20.12.2024

Travel Plan-Rev-01, project number 415.064851.00001, prepared by SLR Consulting Limited, dated 20.12.2024

Transport Statement-Revision 01, project number 415.064851.00001, prepared by SLR Consulting Limited, dated 20.12.2024

Energy Statement, prepared by Quality Engineering Design Consultants Ltd, dated 20.12.2024

Urban Greening Factor Statement, prepared by Q+A Planning Ltd

Noise Assessment, prepared by SLR Consulting Limited, dated 18.03.2025
Deliveries and Waste Strategy Note, prepared by Q+A Planning Ltd
Construction Environmental Management Plan-Rev-1, prepared by Central Shopfitters Ltd, dated 06.03.2025
Accessibility Statement, prepared by Q+A Planning Ltd

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

- 5 Prior to the commencement of development (including demolition, site clearance, and initial ground investigation works), a Construction Management Plan shall be submitted to, and approved in writing by the Local Planning Authority in consultation with Transport for London. The plan shall detail:

- (i) The phasing of development works.
- (ii) The hours during which development works will occur.
- (iii) A programme to demonstrate that the most valuable or potentially contaminating materials and fittings can be removed safely and intact for later re-use or processing.
- (iv) Measures to prevent mud and dirt tracking onto footways and adjoining roads (including wheel washing facilities).
- (v) Traffic management and access arrangements (vehicular and pedestrian) and parking provisions for contractors during the development process (including measures to reduce the numbers of construction vehicles accessing the site during peak hours).
- (vi) Measures to reduce the impact of the development on local air quality and dust through minimising emissions throughout the demolition and construction process.
- (vii) The storage of demolition/construction materials on site.
- (ix) Measures to demonstrate compliance with the GLA's Control of Dust and Emissions from Construction and Demolition SPG.
- (x) All Non-Road Mobile Machinery (NRMM) of net power of 37kW and up to and including 560kW used during the demolition, site preparation and construction phases shall comply with the emission standards set out in <https://www.london.gov.uk/programmes-and-strategies/environment-and-climate-change/pollution-and-air-quality/nrmm>. Unless it complies with these standards, no NRMM shall be on site, at any time, whether in use or not, without the prior written consent of the local planning authority. The developer shall keep an up-to-date list of all NRMM used during the demolition, site preparation and construction phases of the development on the online register at <https://nrmm.london/>.

The approved details shall be implemented and maintained throughout the demolition and construction process.

REASON

To reduce the impact on air quality during construction, protect amenity, and ensure highways safety and to ensure that construction work and construction equipment on the site and adjoining land does not obstruct air traffic movements in compliance with Policies T7, GG3, and SI 1 of The London Plan (2021) and The GLA's Control of Dust and Emissions during Construction and Demolition SPG.

- 6 The development hereby approved shall achieve at least the BREEAM excellent standard for the 'Wat 01' water category or equivalent (commercial development), and incorporate measures such as smart metering, water saving, and recycling measures, including retrofitting.

REASON

To help to achieve lower water consumption rates and to maximise futureproofing in accordance with Policy SI 5 of The London Plan (2021).

- 7 Notwithstanding the provisions of the Town and Country Planning (Use Classes) Order 1987 (as

amended) or any order revoking and re-enacting that Order with or without modification or the Town and Country Planning (General Permitted Development) Order 1995 (as amended) or any order revoking and re-enacting that Order with or without modification, Unit 2 shall not be used for the retail sale of food (other than refreshments restricted for consumption on the premises by customers), cosmetics, toiletries, pharmaceutical products, photographic equipment, newspapers, magazines and books (other than those related to DIY goods, vehicle repair and maintenance), stationery, jewellery, toys, luggage and sports goods (except where any of the above goods categories are ancillary to the primary category of goods sold from the Unit)

REASON

To comply with the assessed terms of the planning application and to enable the Local Planning Authority to retain control over the use so as to ensure that it complies with the policies of the National Planning Policy Framework (2024), the London Plan (2021) and Hillingdon's Local Plan Part 1 (2012) and Part 2 (2020).

INFORMATIVES

- 1 The decision to GRANT planning permission has been taken having regard to all relevant planning legislation, regulations, guidance, circulars and Council policies, including The Human Rights Act (1998) (HRA 1998) which makes it unlawful for the Council to act incompatibly with Convention rights, specifically Article 6 (right to a fair hearing); Article 8 (right to respect for private and family life); Article 1 of the First Protocol (protection of property) and Article 14 (prohibition of discrimination).
- 2 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.
- 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 The application site is located within the Critical Drainage Area. All developments in this area must contribute to managing the risk of flooding from surface water by reducing surface water runoff from the site. Therefore the applicant should minimise the water from the site entering the sewers. No drainage to support the extension should be connected to any existing surface water sewer, other than as an overflow. Water run off from any roof or hard paving associated with the development should be directed to a soakaway, or tank or made permeable. This includes any work to front gardens not part of the planning application, which must be permeable or be collected and directed to a permeable area, otherwise it would need an additional permission. A water butt should be incorporated.
- 5 There is a possibility that there may be some contaminating substances in the ground at the site. Our contaminated land record shows the site to be on a former contaminated land use identified as Works (Various). We would advise persons working on site to take basic precautions in relation to any contamination they may find. You are advised that this development is on a former contaminated land use identified as Works (Various). Therefore, the above advice is provided on the grounds of Health and Safety of the workers on site and to ensure the appropriate restoration of the site is done should there be any contamination identified during the development, where there is a need for ground work once such works are complete to minimise risk to the occupants of the site.

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

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) at least 10 days before submitting the appeal.

Further details are available at 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.

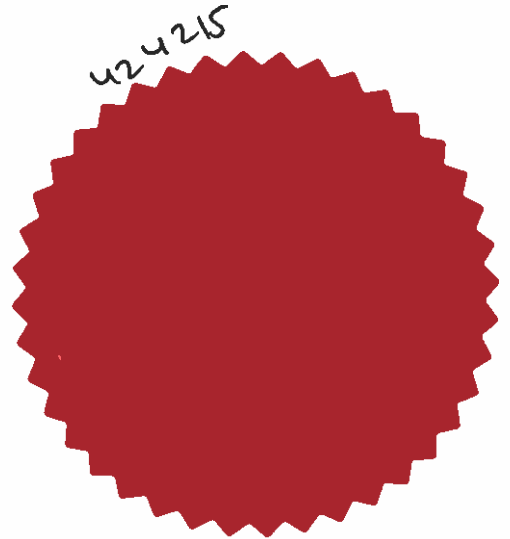
Purchase Notices.

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.

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

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



MEMBER OF
THE COUNCIL.....*John Baines*.....

AUTHORISED OFFICER.....*[Signature]*.....

EXECUTED AS A DEED BY
NEXT HOLDINGS LIMITED

Acting by a single Director

Director Name: *JANE SHIELDS*
Director Signature: *[Signature]*

In the presence of:
witness signature: *[Signature]*

witness name: *SALLY ANN EVANS.*

witness address: *Next Retail Htd, Desford Road.
Enderby, Leicester LE19 44T*

witness occupation: *Personal Assistant.*

Executed as a deed by

TOM ELVISS

and

GUY GROVER

as attorneys for

INTACT INSURANCE UK LIMITED

pursuant to a Power of Attorney dated 4th April 2025

in the presence of the following witness to the

above signature

SIGNATURE OF ATTORNEY



~~Signature of witness~~

Signature of witness

KAREN YETTS

Name of witness

78 CANNON ST

Address of witness

LONDON

EC4N 6AG

DOCUMENT EXECUTION

Occupation of witness

CO-ORDINATOR

SIGNATURE OF ATTORNEY



~~Signature of witness~~

Signature of witness

KAREN YETTS

Name of witness

78 CANNON ST

Address of witness

LONDON EC4N 6AG

DOCUMENT EXECUTION

Occupation of witness

CO-ORDINATOR

